

APPENDIX A

**California Labor Code Section 2870. Application of provision providing that employee shall assign or offer to assign rights in invention to employer.**

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(i) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(ii) Result from any work performed by the employee for his employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

## PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

The following memorializes the understanding of the parties and confirms an agreement between me (Sanjay Mittal) and Selectica, Inc., a California corporation (the "Company"), entered to be effective as of the first date of my employment by Company, which has been and remains a material part of the consideration for my employment by Company.

1. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict with this Agreement or my employment with Company. I will not violate any agreement with or rights of any third party or, except as expressly authorized by Company in writing hereafter, use or disclose my own or any third party's confidential information or intellectual property when acting within the scope of my employment or otherwise on behalf of Company. Further, I have not retained anything containing any confidential information of a prior employer or other third party, whether or not created by me.
2. Company shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights and all other intellectual property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by me during the term of my employment with Company to and only to the fullest extent allowed by California Labor Code Section 2870 (which is attached as Appendix A) (collectively "Inventions") and I will promptly disclose all Inventions to Company. I hereby make all assignments necessary to accomplish the foregoing. I shall further assist Company, at Company's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights specified to be so owned or assigned. I hereby irrevocably designate and appoint Company as its agents and attorneys-in-fact to act for and in my behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by me. If I wish to clarify that something created by me prior to my employment that relates to Company's actual or proposed business is not within the scope of this Agreement, I have listed it on Appendix B. If I use or (except pursuant to this Section 2) disclose my own or any third party's confidential information or intellectual property when acting within the scope of my employment or otherwise on behalf of Company, Company will have and I hereby grant Company a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exploit and exercise all such confidential information and intellectual property rights.
3. To the extent allowed by law, paragraph 2 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively "Moral Rights"). To the extent I retain any such Moral Rights under applicable law, I hereby ratify and consent to any action that may be taken with respect to such Moral Rights by or authorized by Company and agree not to assert any Moral Rights with respect thereto. I will confirm any such ratifications, consents and agreements from time to time as requested by Company.

4. I agree that all Inventions and all other business, technical and financial information (including, without limitation, the identity of and information relating to customers or employees) I develop, learn or obtain during the term of my employment that relate to Company or the business or demonstrably anticipated business of Company or that are received by or for Company in confidence, constitute "Proprietary Information." I will hold in confidence and not disclose or, except within the scope of my employment, use any Proprietary Information. However, I shall not be obligated under this paragraph with respect to information I can document is or becomes readily publicly available without restriction through no fault of mine. Upon termination of my employment, I will promptly return to Company all items containing or embodying Proprietary Information (including all copies), except that I may keep my personal copies of (i) my compensation records, (ii) materials distributed to shareholders generally and (iii) this Agreement.

5. Until one year after the term of my employment, I will not encourage or solicit any employee or consultant of Company to leave Company for any reason (except for the bona fide firing of Company personnel within the scope of my employment).

6. I agree that during the term of my employment with Company (whether or not during business hours), I will not engage in any activity that is in any way competitive with the business or demonstrably anticipated business of Company, and I will not assist any other person or organization in competing or in preparing to compete with any business or demonstrably anticipated business of Company.

7. I agree that this Agreement is not an employment contract for any particular term and that I have the right to resign and Company has the right to terminate my employment at will, at any time, for any or no reason, with or without cause. In addition, this Agreement does not purport to set forth all of the terms and conditions of my employment, and, as an employee of Company, I have obligations to Company which are not set forth in this Agreement. However, the terms of this Agreement govern over any inconsistent terms and can only be changed by a subsequent written agreement signed by the President of Company.

8. I agree that my obligations under paragraphs 2, 3, 4 and 5 of this Agreement shall continue in effect after termination of my employment, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary on my part, and that Company is entitled to communicate my obligations under this Agreement to any future employer or potential employer of mine. My obligations under paragraphs 2, 3 and 4 also shall be binding upon my heirs, executors, assigns, and administrators and shall inure to the benefit of Company, its subsidiaries, successors and assigns.

9. Any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of the State of California without regard to the conflict of laws provisions thereof. I further agree that if one or more provisions of this Agreement are held to be illegal or unenforceable under applicable California law, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms. I also understand that any breach of this Agreement will cause irreparable harm to

Company for which damages would not be an adequate remedy, and, therefore, Company will be entitled to injunctive relief with respect thereto in addition to any other remedies.

10. I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING THAT ONE COUNTERPART WILL BE RETAINED BY COMPANY AND THE OTHER COUNTERPART WILL BE RETAINED BY ME.

April 4, 1999

Employee

Sanjay Mittal

Signature

SANJAY MITTAL

Name (Printed)

Accepted and Agreed to:

By JAMES B LEVISON

**SELECTICA, INC.**  
**PROPRIETARY INFORMATION**  
**AND INVENTIONS AGREEMENT**

**Exhibit A**

The following confirms an agreement between me (Sam Hamilton), and Selectica, Inc., a California corporation (the "Company"), which is a material part of the consideration for my employment by the Company:

1. The Company shall own all right, title and interest (including patent rights, copyrights, trade secret rights, designs, mask work rights and other rights throughout the world) in any inventions, works of authorship, mask works, ideas or information made or conceived or reduced to practice, in whole or in part, by me during the term of my employment with the Company to the fullest extent allowed by California Labor Code Section 2870 (which is attached as Appendix A) (collectively "Inventions"). I will promptly disclose all Inventions to the Company and hereby make all assignments necessary to accomplish the foregoing. I shall further assist the Company, at the Company's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights specified to be so owned or assigned. I hereby irrevocably designate and appoint the Company and its agents and attorneys-in-fact to act for and on my behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by me. If I wish to clarify that something created by me prior to my employment that relates to the Company's business is not within the scope of this Agreement, I have listed it on the attached Appendix B.

2. To the extent allowed by law, paragraph 1 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively "Moral Rights"). To the extent I retain any such Moral Rights under applicable law, I hereby waive such Moral Rights and consent to any action consistent with the terms of this Agreement with respect to such Moral Rights. I will confirm any such waivers and consents from time to time as requested by the Company.

3. I agree that all Inventions and all other business, technical and financial information I develop, learn or obtain during the term of my employment that relate to the Company or the business or demonstrably anticipated business of the Company or that are received by or for the Company in confidence, constitute "Proprietary Information." I will hold in confidence and not disclose or use any Proprietary Information, except within the scope of my employment. However, I shall not be obligated under this paragraph with respect to information I can document is, or becomes, readily publicly available without restriction through no fault of mine. Upon termination of my employment, I will promptly return to the Company all items containing or embodying Proprietary Information (including all copies), except that I may keep my personal copies of (i) my compensation records, (ii) materials distributed to shareholders generally and (iii) this Agreement.

## SELECTICA, INC.

PROPRIETARY INFORMATION  
AND INVENTIONS AGREEMENT

4. During the period of my employment with the Company and for six months thereafter, I will not encourage or solicit any employee or consultant of the Company to leave the Company for any reason (except for the bona fide firing of Company personnel within the scope of my employment).

5. I agree that during the term of my employment with the Company (whether or not during business hours), I will not engage in any activity that is in any way competitive with the business or demonstrably anticipated business of the Company, and I will not assist any other person or organization in competing, or in preparing to compete, with any business or demonstrably anticipated business of the Company.

6. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict with this Agreement or my employment with the Company. I will not violate any agreement with or rights of any third party or, except as expressly authorized by the Company in writing, use or disclose my own or any third party's confidential information or intellectual property when acting within the scope of my employment or otherwise on behalf of the Company.

7. I agree that this Agreement is not an employment contract for any particular term and that I have the right to resign and the Company has the right to terminate my employment at will, at any time, for any or no reason, with or without cause. In addition, this Agreement does not purport to set forth all of the terms and conditions of my employment, and, as an employee of the Company, I have obligations to the Company which are not set forth in this Agreement. However, the terms of this Agreement govern over any inconsistent terms and can only be changed by a subsequent written agreement signed by the President of the Company.

8. I agree that my obligations under paragraphs 1, 2, 3 and 4 of this Agreement shall continue in effect after termination of my employment, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary on my part, and that the Company is entitled to communicate my obligations under this Agreement to any future employer or potential employer of mine. My obligations under paragraphs 1, 2 and 3 also shall be binding upon my heirs, executors, assigns, and administrators and shall not injure the Company, its subsidiaries, successors and assigns.

9. Any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of the State of California without regard to the conflict of laws provisions thereof. I further agree that if one or more provisions of this Agreement are held to be illegal or unenforceable under applicable California law, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms.

## SELECTICA, INC.

PROPRIETARY INFORMATION  
AND INVENTIONS AGREEMENT

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING THAT ONE COUNTERPART WILL BE RETAINED BY THE COMPANY AND THE OTHER COUNTERPART WILL BE RETAINED BY ME.

02.02, 2000

EMPLOYEE

Date

P. Sam Hamilton

Signature

Sam Hamilton

Name (printed)

Accepted and Agreed to:

James B. Reeson

By \_\_\_\_\_

OFFICER OF THE COMPANY

**SELECTICA, INC.**  
**PROPRIETARY INFORMATION**  
**AND INVENTIONS AGREEMENT**

**APPENDIX A**

**Section 2870. Application of provision providing that employee shall assign or offer to assign rights in invention to employer.**

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(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for his employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable

**SELECTICA, INC.**

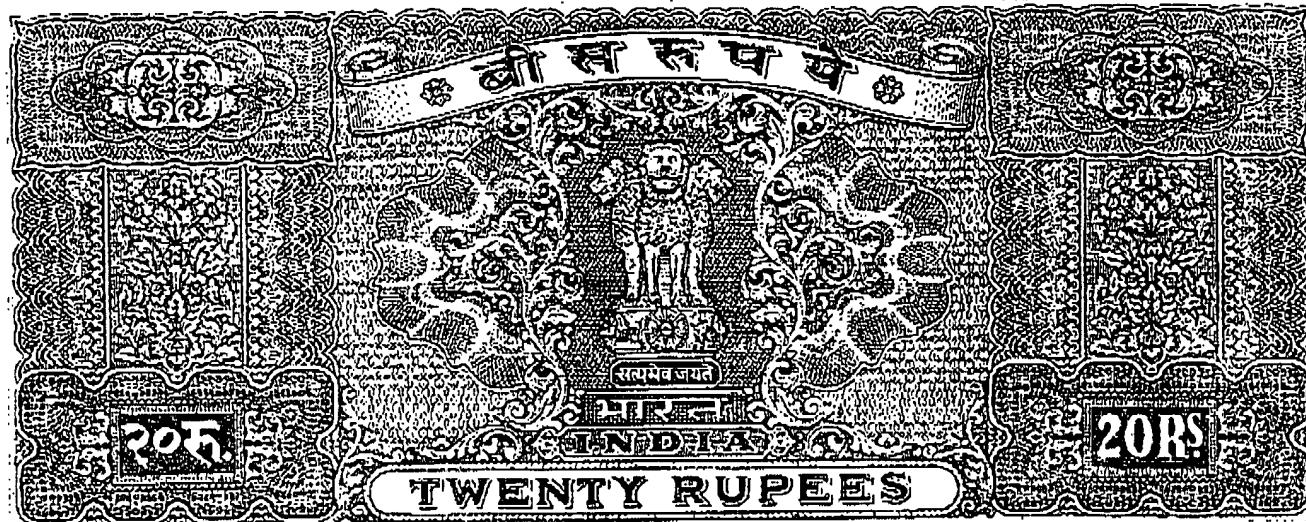
**PROPRIETARY INFORMATION**

**AND INVENTIONS AGREEMENT**

**APPENDIX B**

**PRIOR MATTER EXCLUDED FOR CLARIFICATION**

20 Rs.



प्रति ५८५ रु. २०  
क्र. २१३-२०००  
वार्षिक विवाही रुपये ३७  
प्रति विवाही रुपये ३७  
प्रति विवाही रुपये ३७

## UNDERTAKING

Date:3 April, 2000

The following confirms an agreement between

A) Mr Sabapathy Sambandam Suresh,  
Selectica, Inc,  
A California Corporation, having its registered office at San Jose, , California  
(Hereafter referred to as 'The Company'), And

C) Selectica Configurators India Pvt. Ltd.  
A company incorporated under Companies Act 1956, and the subsidiary of the company  
i.e. Selectica Inc.(Hereafter referred to as 'The Subsidiary'),  
Which is Material Part of the Consideration for my employment by the Company.

As Selectica Configurators India Pvt. Ltd. is a subsidiary of Selectica Inc. and the company has entrusted some work on the subsidiary against a consideration, part of which will be passed on to the employee, this agreement is enforceable by both the company and the subsidiary, jointly or severally at one end and the employee at the other end.

Terms and Conditions agreed upon by all the parties hereto are as under

1 The Company and/or its subsidiary and its subsidiary shall own all right, title and interest (including patent rights, copyrights, trade secret rights, designs, mask work rights and other rights throughout the world) in any inventions, works of authorship, mask works, ideas or information made or conceived or reduced to practice, in whole or in part, by me during the term of my employment with The Company and/or its subsidiary and its subsidiary to the fullest extent allowed by California Labor Code Section 2870 (which is attached as Appendix A) (collectively "Inventions") and I will promptly disclose all Inventions to the Company. I hereby make all assignments necessary to accomplish the foregoing. I shall further assist the Company, at the Company's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights specified to be so owned or assigned. I hereby irrevocably designate and appoint The Company and/or its subsidiary and its subsidiary as its agents and attorneys-in-fact to act for and in my behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by me. If I wish to clarify that something created by me prior to my employment that relates to the Company's business is not within the scope of this Agreement, I have listed it on Appendix B.

To the extent allowed by law, paragraph 1 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively "Moral Rights"). To the extent I retain any such Moral Rights under applicable law, I hereby waive such Moral Rights and consent to any action consistent with the terms of this Agreement with respect to such Moral Rights. I will confirm any such waivers and consents from time to time as requested by the Company.

2 I agree that all Inventions and all other business, technical and financial information I develop, learn or obtain during the term of my employment that relate to The Company and/or its subsidiary and its subsidiary or the business or demonstrably anticipated business of The Company and/or its subsidiary and its subsidiary or that are received by or for The Company and/or its subsidiary and its subsidiary in confidence, constitute "Proprietary Information." I will hold in confidence and not disclose or, except within the scope of my employment, use any Proprietary Information. However, I shall not be obligated under this paragraph with respect to information I can document is or becomes readily publicly available without restriction through no fault of mine. Upon termination of my employment, I will promptly return to The Company and/or its subsidiary and its subsidiary all items containing or embodying Proprietary Information (including all copies), except that I may keep my personal copies of (i) my compensation records, (ii) materials distributed to shareholders generally and (iii) this Agreement.

4 During the period of my employment with The Company and/or its subsidiary and its subsidiary and for six months thereafter, I will not encourage or solicit any employee or consultant of The Company and/or its subsidiary and its

subsidiary to leave The Company and/or its subsidiary and its subsidiary for any reason (except for the bona fide firing of Company personnel within the scope of my employment).

5. I agree that during the term of my employment with The Company and/or its subsidiary and its subsidiary (whether or not during business hours), I will not engage in any activity that is in any way competitive with the business or demonstrably anticipated business of the Company, and I will not assist any other person or organization in competing or in preparing to compete with any business or demonstrably anticipated business of the Company.

6. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict with this Agreement or my employment with the Company. I will not violate any agreement with or rights of any third party or, except as expressly authorized by The Company and/or its subsidiary in writing, use or disclose my own or any third party's confidential information or intellectual property when acting within the scope of my employment or otherwise on behalf of the Company.

I agree that this Agreement is not an employment contract for any particular term and that I have the right to resign and The Company and/or its subsidiary has the right to terminate my employment at will, at any time, for any or no reason, with or without cause. In addition, this Agreement does not purport to set forth all of the terms and conditions of my employment, and, as an employee of the Company, I have obligations to The Company and/or its subsidiary which are not set forth in this Agreement. However, the terms of this Agreement govern over any inconsistent terms and can only be changed by a subsequent written agreement signed by the President of the Company.

8. I agree that my obligations under paragraphs 1, 2, 3 and 4 of this Agreement shall continue in effect after termination of my employment, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary on my part, and that The Company and/or its subsidiary is entitled to communicate my obligations under this Agreement to any future employer or potential employer of mine. My obligations under paragraphs 1, 2 and 3 also shall be binding upon my heirs, executors, assigns, and administrators and shall inure to the benefit of the Company, its subsidiaries, successors and assigns.

9. Any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of the State of California without regard to the conflict of laws provisions thereof. I further agree that if one or more provisions of this Agreement are held to be illegal or unenforceable under applicable California law, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms.

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APPENDIX

Section 2870. Application of provision providing that employee shall assign or offer to assign rights in invention to employer.

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

Result from any work performed by the employee for his employer

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable

A

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND  
ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT  
RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE  
TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT  
VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING  
THAT ONE COUNTERPART WILL BE RETAINED BY THE COMPANY AND/OR  
ITS SUBSIDIARY AND THE OTHER COUNTERPART WILL BE RETAINED BY ME.

I UNDERSTAND THAT IF THE INFORMATION PROVIDED BY ME IN THE  
INTERVIEW / BIO-DATA SHEET IS INCORRECT OR FALSE, THEN THE  
COMPANY AND/OR ITS SUBSIDIARY RESERVES THE RIGHT TO TERMINATE  
MY SERVICES WITHOUT ANY NOTICE PERIOD AND / OR ANY  
COMPENSATION.

Accepted and Agreed to join on:

11/April/2005

(Date)

S. Surendra

(Signature)

S. Surendra

(Name)

20 RS.



10161  
 Selectica Configurators  
 21-8-2000 Dahan Pvt Ltd.

M. KURSHITH BEGUM.  
 STAMP VENDOR.  
 L. No: 12842 / B1 / 85.  
 58, Panepet 2nd St.,  
 MADRAS - 600 035

#### UNDERTAKING

Date: August 21, 2000

The following confirms an agreement between

- A) Mr. Sathiyamoorthy Dhanapal
- B) Selectica Inc.,  
 A California Corporation, having its registered office at San Jose, California  
 (Hereafter referred to as 'The Company'), And
- C) Selectica Configurators India Pvt. Ltd.  
 A company incorporated under Companies Act 1956, and the subsidiary of the company i.e.  
 Selectica Inc. (Hereafter referred to as 'The Subsidiary'),  
 Which is Material Part of the Consideration for my employment by the Company.

As Selectica Configurators India Pvt. Ltd. is a subsidiary of Selectica Inc. and the company has entrusted some work on the subsidiary against a consideration, part of which will be passed on to the employee, this agreement is enforceable by both the company and the subsidiary, jointly or severally at one end and the employee at the other end.

Terms and Conditions agreed upon by all the parties hereto are as under:

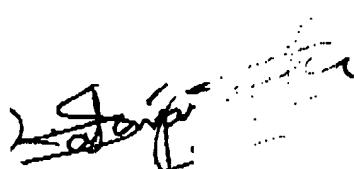
*[Handwritten signature]*

1 The Company and/or its subsidiary and its subsidiary shall own all right, title and interest (including patent rights, copyrights, trade secret rights, designs, mask work rights and other rights throughout the world) in any inventions, works of authorship, mask works, ideas or information made or conceived or reduced to practice, in whole or in part, by me during the term of my employment with The Company and/or its subsidiary and its subsidiary to the fullest extent allowed by California Labor Code Section 2870 (which is attached as Appendix A) (collectively "Inventions") and I will promptly disclose all Inventions to the Company. I hereby make all assignments necessary to accomplish the foregoing. I shall further assist the Company, at the Company's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights specified to be so owned or assigned. I hereby irrevocably designate and appoint The Company and/or its subsidiary and its subsidiary as its agents and attorneys-in-fact to act for and in my behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by me. If I wish to clarify that something created by me prior to my employment that relates to the Company's business is not within the scope of this Agreement, I have listed it on Appendix B.

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9 Any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of the State of California without regard to the conflict of laws provisions thereof. I further agree that if one or more provisions of this Agreement are held to be illegal or unenforceable under applicable California law, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms.

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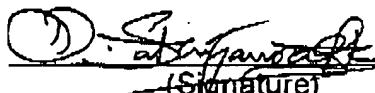
I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING THAT ONE COUNTERPART WILL BE RETAINED BY THE COMPANY AND/OR ITS SUBSIDIARY AND THE OTHER COUNTERPART WILL BE RETAINED BY ME.

I UNDERSTAND THAT IF THE INFORMATION PROVIDED BY ME IN THE INTERVIEW / BIO DATA SHEET IS INCORRECT OR FALSE, THEN THE COMPANY AND/OR ITS SUBSIDIARY RESERVES THE RIGHT TO TERMINATE MY SERVICES WITHOUT ANY NOTICE PERIOD AND / OR ANY COMPENSATION.

Accepted and Agreed to join on:

12<sup>th</sup> Feb 2001

(Date)



(Signature)

SATHIYAMOORTHY DHANIPAL

(Name)

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") dated as of the 26<sup>th</sup> day of November, 2003, is by and between (i) SELECTICA, INC., a Delaware corporation ("Seller"), and (ii) Accenture Global Services GmbH, a Swiss company with business address at Herrenacker 15, 8201 Schaffhausen, Switzerland (the "Buyer").

WHEREAS, Seller has developed the proprietary suite of eInsurance solutions consisting of, the eQuoting, eEnrollment, eAnalysis, eRenew, Foundation Services and Enterprise RateCenter software applications targeted for the health insurance market segment (the "eInsurance Business");

WHEREAS, the eInsurance suite interoperates with and is dependent on Seller's proprietary configuration software that is being licensed to Buyer concurrently with this Agreement and that is the subject of that certain Selectica, Inc. License Agreement (the "Configuration License Agreement"), dated as of the date hereof, by and between Buyer and Seller (the "Configuration Platform");

WHEREAS, Seller desires to exit the eInsurance Business; and

WHEREAS, Buyer desires to purchase the eInsurance Business owned by Seller, and to assume only certain limited liabilities relating to the eInsurance Business, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, Buyer and Seller agree as follows:

### 1. PURCHASE AND SALE OF CERTAIN ASSETS.

1.1. Acquired Assets. Subject to the terms and conditions set forth in this Agreement, at the Closing referred to in Section 4.1 hereof, Seller shall sell, assign, transfer and deliver to the Buyer and Buyer shall purchase, acquire and accept assignment and delivery of the following (the "Acquired Assets"):

(a) Seller's entire right, title and interest in and to the Selectica Intellectual Property (as defined in Section 11 hereto) described on Schedule 1.1(a) (the "Acquired Intellectual Property");

(b) any and all claims, causes of action, rights and remedies of Seller in respect of any of the Acquired Intellectual Property or Assumed Liabilities (as defined below), whether they relate to Pre-Transfer Circumstances or Post-Transfer Circumstances;

(c) all warranties, guaranties and representations made by third parties to Seller (or of which Seller is otherwise the beneficiary) under or in respect of any of the Acquired Intellectual Property or Assumed Liabilities, whether they relate to Pre-Transfer Circumstances or Post-Transfer Circumstances;

(d) any and all setoffs, allowances, rebates, discounts and credits given by, or due and owing from, third parties to Seller (or of which Seller is otherwise the beneficiary) under or in relation to any of the Acquired Intellectual Property or Assumed Liabilities, whether they relate to Pre-Transfer Circumstances or Post-Transfer Circumstances;

(e) with respect to the Acquired Intellectual Property, the rights and benefits of Seller under all agreements on ideas, inventions and confidential information, executed between the Seller and all persons who had access to or developed the Acquired Intellectual Property, including those individuals identified on Schedule 1.1(e) hereto (the "NDA Agreements"), and the benefits under such agreements whether relating to Pre-Transfer Circumstances or Post-Transfer Circumstances; and

(f) all of Seller's documents and records relating to the assets described in clauses (a) – (e) above and Assumed Liabilities, including without limitation, electronic documentation for the eAnalysis, Foundation Services and Enterprise RateCenter software, provided that Seller may maintain (i) copies of such documents and records for archival and other record keeping purposes only, and (ii) copies of the source code for Foundation Services and Enterprise RateCenter in accordance with the terms of the License-Back Agreement (as defined in Section 7.7 hereof).

1.2. Excluded Assets. Notwithstanding the foregoing, Seller is not selling, and Buyer is not purchasing, and the term "Acquired Assets" shall not include the following (the "Excluded Assets"):

(a) any intellectual property or other property, assets, contracts, licenses or other items and agreements which are not set forth specifically on Schedule 1.1(a) or are otherwise included within the definition of Acquired Assets;

(b) the Client License Agreements or the Client Services Agreements;

(c) any and all accounts receivable of Seller;

(d) Seller's entire right, title and interest in and to the Configuration Platform and any documents and records related thereto;

(e) all warranties, guaranties and representations made by third parties to Seller (or of which Seller is otherwise the beneficiary) under or in respect of the Configuration Platform except as otherwise provided in the Configuration License Agreement; and

(f) any and all setoffs, allowances, rebates, discounts and credits given by, or due and owing from, third parties to Seller (or of which Seller is otherwise the beneficiary) under or in relation to the Configuration Platform except as otherwise provided in the Configuration License Agreement.

Seller shall retain ownership of the Excluded Assets, shall be entitled to exercise all rights (including, without limitation, rights of collection) and to assert and prosecute all claims with respect to the Excluded Assets, and shall be entitled to any and all proceeds of the foregoing.

## 2. ASSUMPTION OF CERTAIN LIABILITIES.

2.1. Assumed Liabilities. At the Closing and subject to indemnification, Buyer shall assume, undertake and be solely responsible for, and agree to pay, perform, fulfill and discharge all of the obligations and liabilities arising under the Acquired Assets and the NDA Agreements from and after the Closing and in each case which arise out of Post-Transfer Circumstances (the "Assumed Liabilities").

2.2. Excluded Liabilities. Anything in this Agreement to the contrary notwithstanding, Buyer shall not assume, and Buyer shall not be deemed to have assumed nor agreed to pay, perform, fulfill or discharge, any contract or agreement (whether written or oral), liability or other obligation of Seller not explicitly set forth in Section 2.1 hereof, in each case whether arising out of Pre-Transfer Circumstances or Post-Transfer Circumstances, including, without limitation, (a) any liability or obligation arising out of Pre-Transfer Circumstances related to any of the Acquired Assets, (b) any liability or obligation under the Client License Agreements or the Client Services Agreements, (c) any action taken or not taken by any of the Critical Employees (as defined in Section 7.10(a)), prior to the date such employee becomes an employee of Buyer where the taking or not taking of such action was not at the direction of Buyer, (d) any action taken or not taken by any of the Transition Employees (as defined in Section 9.4), (e) any liability relating to the transfer of an Acquired Asset or Assumed Liability without the prior written consent of the relevant third party, (f) any income tax liability, obligation or commitment, or any liability or other obligation related to any Excluded Assets (with all such unassumed liabilities and obligations referred to herein as the "Excluded Liabilities").

## 3. PURCHASE PRICE.

3.1. Purchase Price. In consideration for and as a condition to the sale by Seller to Buyer of the Acquired Assets, (a) Buyer shall effective at the Closing assume the Assumed Liabilities and (b) no later than the fifth business day following the Closing, Buyer shall pay to Seller, by wire transfer of immediately available funds to the account of Seller specified in Schedule 3.1 hereto, an aggregate amount in cash equal to \$1,400,000 (the "Purchase Price").

3.2. Tax Treatment and Purchase Price Allocation. The purchase price shall be allocated among the Acquired Assets in accordance with Section 1060 of the Code as set forth on Schedule 3.2 hereof. Buyer and Seller shall furnish such information and any other such additional information as may be required, to the Internal Revenue Service with respect to allocation of the purchase price payable hereunder as may be required by Section 1060 of the Code. In addition thereto, Buyer and Seller shall furnish any such information as may be required by state and local taxing authorities with respect to the allocation of the purchase price payable in connection with this Agreement and the transactions contemplated hereunder. Buyer and Seller shall use reasonable efforts to furnish each other with a copy of the information it proposes to submit to the Internal Revenue Service, and state and local taxing authorities, at least thirty (30) days prior to the due date for filing such material, and the parties shall furnish information consistent therewith to the Internal Revenue Service, and state and local taxing authorities, in connection with the filing of their respective fiscal year-end 2003 federal income tax returns. Buyer and

Seller shall not take any actions or positions inconsistent with the allocation set forth on Schedule 3.2 hereof or inconsistent with the obligations set forth in this Agreement.

### 3.3. Tax Matters.

(a) Seller shall be liable for (i) all Taxes which are imposed on or connected with the eInsurance Business or the Acquired Assets which are attributable to any taxable period or portion thereof ending on or before the Closing Date, and (ii) all income Taxes imposed on Seller or its Affiliates on account of the sale of the Acquired Assets. For purposes hereof, Taxes attributable to any period or portion thereof ending on or prior to the Closing Date shall include, without limitation, Taxes to the extent based on income, gain, or receipts that accrue or are received on or prior to the Closing Date, payroll taxes attributable to compensation for services performed on or prior to the Closing Date (including compensation paid by Seller after the Closing Date for services performed on or prior to the Closing Date), sales, use, value added, goods and services and similar Taxes imposed on sales or gross receipts that accrue or are received on or prior to the Closing Date, and Taxes attributable to the ownership of property during periods on or prior to the Closing Date.

(b) Buyer shall be liable for (i) all Taxes which are imposed on or connected with the eInsurance Business or the Acquired Assets which are attributable to any taxable period or portion thereof that begins after the Closing Date, and (ii) all transfer Taxes, sales and use Taxes, goods and services, value added and similar Taxes, and withholding Taxes, if any, imposed as a result of the sale of the Acquired Assets.

(c) For any Taxes that are payable with respect to a taxable period that begins on or before the Closing Date and ends after the Closing Date, (i) in the case of Taxes such as property taxes, ad valorem taxes, and similar taxes imposed on a periodic basis, the portion of any such Tax that is allocable to the portion of the period ending on the Closing Date shall be considered to equal the amount of such taxes for such taxable period, multiplied by a fraction, the numerator of which is the number of days in the portion of such taxable period that ends on the Closing Date and the denominator of which is the number of days in the entire taxable period (except that any supplemental property Taxes or assessments which arise out of a revaluation of the Acquired Assets which revaluation would not have occurred except for the change in ownership of the Acquired Assets shall be allocated to periods after the Closing Date and shall accordingly be borne by Buyer) and (ii) in the case of Taxes that are imposed on, or are based in whole or in part on, the income, gross receipts, operations or payroll of Seller (such as income and franchise taxes, payroll taxes, and sales and use, value added, and goods and services taxes), the portion of such Taxes which is properly allocable to the portion of such taxable period ending on the Closing Date shall be determined by closing the books of Seller as of the end of the day on the Closing Date.

(d) After the Closing Date, each of Seller and Buyer shall:

(i) Use commercially reasonable efforts to cooperate fully in preparing for any audits of, or disputes with taxing authorities regarding, any Tax Returns relating to the Acquired Assets and make available to the other and to any taxing authority as reasonably requested all

information, records, and documents relating to liabilities for Taxes associated with the eInsurance Business or the Acquired Assets as set forth in this Agreement.

(ii) Make available to the other, as reasonably requested and available, personnel responsible for preparing or maintaining information, records and documents in connection with Taxes as well as any related litigation;

(iii) Preserve all such information, records, and documents until the expiration of any applicable statutes of limitation or extensions thereof and as otherwise required by law; and

(iv) Provide timely notice to the other in writing of any pending or threatened tax audits or assessments related to the Acquired Assets for periods beginning prior to the Closing Date and furnish the other with copies of all correspondence received from any taxing authority in connection with any tax audit or information request with respect to any such period

(e) In the event of an audit or dispute with a taxing authority over Taxes for which a party is liable pursuant to Sections 5.13 (a) or (b) above, such party shall be entitled to control the proceedings in connection with such an audit or dispute but only insofar as said proceedings relate to the determination of liability for such Taxes and of the amount thereof (including action taken to pay, compromise or settle such Taxes). The party which is not entitled to control any such proceedings shall be afforded a reasonable opportunity to participate in such proceedings at its own expense.

#### 4. CLOSING.

4.1. Time and Place. Subject to the conditions set forth in Sections 7 and 8 hereof, the closing of the transactions contemplated by this Agreement (the "Closing") will take place upon the execution and delivery of this Agreement on the date hereof (the "Closing Date"). Delivery of this Agreement and the documents referred to in Section 4.2 shall be made by facsimile transmission to the parties at the offices of their counsel specified in Section 12.3 hereof; provided, that each party shall within five (5) business days of the Closing, send the manually signed originals of the documents so executed and delivered by it to the other party by reputable overnight courier at the offices of such other party's counsel specified in Section 12.3 hereof.

#### 4.2. Transactions at Closing. At the Closing:

(a) Seller shall duly execute and deliver to Buyer the agreements, documents, instruments and certificates, including the Intellectual Property Assignment Documents, set forth on Schedule 4.2(a) hereto in the respective forms annexed thereto in order to transfer the Acquired Assets and Assumed Liabilities to Buyer.

(b) Buyer and Seller shall duly execute and deliver to each other the agreements, documents, instruments and certificates set forth on Schedule 4.2(b) hereto in the respective forms annexed thereto (the agreements, documents, instruments and certificates listed on Schedule 4.2(a) and Schedule 4.2(b), being referred to herein collectively as the "Transaction Documents").

(c) Each of Seller and Buyer shall execute and deliver each of the other agreements, documents, instruments and certificates required to be executed and delivered by such party as a condition precedent to the Closing pursuant to Sections 7 and 8.

(d) All of the actions referred to in clauses (a) – (c) of this Section 4.2 shall be deemed to occur and become effective simultaneously with the execution and delivery of this Agreement, and neither this Agreement nor any of the Transaction Documents shall be deemed to be executed and delivered until all of such agreements, documents, instruments and certificates shall have been executed and delivered.

(e) Each Party hereby acknowledges that Buyer shall pay the Purchase Price to Seller no later than five (5) business days after the Closing in cash by wire transfer in immediately available funds to an account designated in writing by the Seller.

## 5. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Buyer as of the Closing Date as follows:

5.1. Organization of Seller; Authority. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Seller has all requisite corporate power and authority to own or hold the Acquired Assets owned or held by it, and to execute and deliver, and consummate the transactions contemplated by, this Agreement and the Transaction Documents to which it is a party, and to carry out all actions required of it pursuant to this Agreement and the Transaction Documents.

5.2. Corporate Approval; Binding Effect. Seller has obtained all necessary authorizations and approvals from its Board of Directors required for the execution and delivery of this Agreement and the Transaction Documents and the consummation of the transactions contemplated hereby and thereby. Each of this Agreement and the Transaction Documents has been duly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except as the enforceability thereof may be limited by any applicable bankruptcy, reorganization, insolvency or other laws affecting, creditors rights generally or by general principles of equity.

5.3. Non-Contravention. The execution and delivery by Seller of this Agreement and the Transaction Documents and the consummation by Seller of the transactions contemplated hereby and thereby, will not: (a) violate or conflict with any provision of the Certificate of Incorporation or By-Laws of Seller, as amended to date; or (b) constitute a violation of, or be in conflict with, or constitute or create a default under, or result in the creation or imposition of any Encumbrances (as defined in Section 5.8) upon any of the Acquired Assets and Assumed Liabilities pursuant to: (i) any contract, agreement or instrument to which Seller is a party or by which Seller or the Acquired Assets is bound, except for those contracts, agreements or instruments set forth on Schedule 5.3 hereof; or (ii) any statute, judgment, decree, order, regulation or rule of any court or governmental or regulatory authority applicable to Seller or the Acquired Assets or by which any of the Acquired Assets is bound.

5.4. Governmental Consents; Transferability of Licenses. No consent, approval or authorization of, or registration, qualification or filing with, any governmental agency or authority is required for the execution and delivery by Seller of this Agreement or the Transaction Documents or for the consummation by Seller of the transactions contemplated hereby or thereby. Other than Seller's foreign qualifications to do business in other jurisdictions, there are no licenses, permits or other authorizations from any governmental authorities owned or held by Seller in connection with the ownership or use of the Acquired Assets.

5.5. SEC Documents. Seller has filed all forms, reports and documents required to be filed with the Securities and Exchange Commission (the "SEC") since December 31, 2002. Seller will, promptly upon the filing thereof, notify Buyer of the filing of any statements, reports (including, without limitation, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K), registration statements and definitive proxy statements filed by Seller with the SEC during the period commencing on the date hereof and ending on the Closing Date (all such materials referred to in this sentence or pursuant to the next preceding sentence of this Section 5.5 being called, collectively, the "SEC Documents"). As of their respective filing dates, the SEC Documents complied or will comply in all material respects with the requirements of the Exchange Act of 1934, as amended or the Securities Act of 1933, as amended, as applicable, and none of the SEC Documents contained or will contain any untrue statement of a material fact or omitted or will omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, as of their respective filing dates, except to the extent corrected by another of the SEC Documents filed with the SEC prior to the Closing Date.

5.6. Absence of Certain Changes. Since June 30, 2003, there has not been: (a) any material adverse change in or affecting the Acquired Assets; or (b) any increase in the compensation or other benefits of any of (i) the Critical Employees (as defined in Section 7.10(a)), or (ii) the Transition Employees (as defined in Section 9.4), that are not contemplated by arrangements entered into prior to June 30, 2003 and in effect on the Closing Date. Set forth on Schedule 5.6 hereof is a list of all arrangements entered into between Seller and each of the Critical Employees and the Transition Employees prior to, and in effect on, the date hereof and the Closing Date, and true, correct and complete copies of all such arrangements and agreements have been provided to Buyer's counsel.

5.7. Litigation, Etc. No action, suit, claim, proceeding or investigation is pending or, to the knowledge of Seller, threatened, relating to, involving or affecting the Critical Employees, the Transition Employees (if known as of the date hereof), or the Acquired Assets or Assumed Liabilities of Seller, or which questions the validity of this Agreement or the Transaction Documents or challenges any of the transactions contemplated hereby or thereby, nor, to the knowledge of Seller, is there any reasonable basis for any such action, suit, proceeding or investigation.

5.8. Title to Acquired Assets. Seller is the lawful owner of, and has the right to use, all of the Acquired Assets, and, has or will have, on or prior to the Closing, the full right to sell, convey, transfer, assign and deliver the Acquired Assets, without the need to obtain the consent or approval of any third party. All of the Acquired Assets are free and clear of any security

interests, liens, claims, charges, options, mortgages, debts, leases (or subleases), conditional sales agreements, title retention agreements, encumbrances of any kind, material defects as to title or restrictions against the transfer or assignment (collectively, "Encumbrances"). At and as of the Closing, Seller will convey the Acquired Assets to Buyer by deeds, bills of sale, certificates of title and other instruments of assignment and transfer, effective in each case to vest in Buyer, and Buyer will have the right to use, all of the Acquired Assets, free and clear of all Encumbrances.

#### **5.9. Selectica Intellectual Property.**

(a) Schedule 5.9(a) hereto contains a true and complete list of all Selectica Intellectual Property (as defined in Section 11 hereof) owned or licensed by Seller, including the jurisdictions in which such Selectica Intellectual Property has been issued or registered or in which any such application for such issuance or registration has been filed. The Seller has complied in all material respects with all requirements of the United States and foreign patent trademark and copyright offices in or to which the Seller has filed a patent, copyright or trademark application or applicable governmental bodies to maintain and protect the Patents, Trademarks and Copyrights (if any) listed on Schedule 5.9(a), including payment of any and all required registration and/or maintenance fees to such offices or agencies. All such Patents, Trademarks and Copyrights registered in the name of Seller are valid, enforceable and subsisting, subject to orders issued pursuant to bankruptcy proceedings or other equitable remedies.

(b) Except for Third Party Materials included in the Selectica Intellectual Property for which the Seller has valid licenses which are disclosed in Schedule 5.9(c)(ii), (i) the Seller is the sole and exclusive owner, with all right, title and interest in and to, all of the Selectica Intellectual Property, free and clear of any Encumbrances; (ii) except for rights of licensees granted by Seller pursuant to the Client License Agreements the Seller has not granted any right to the Use of (A) the Selectica Intellectual Property, and (B) the material covered by the Intellectual Property Rights included in the Selectica Intellectual Property; and (iii) the Seller is not contractually obligated to pay any compensation to any Person in respect of the Selectica Intellectual Property. Except for the non-transferable software set forth on Schedule 5.9(b), none of the rights of the Seller in and to the Selectica Intellectual Property is subject to any agreement whereby those rights may not be transferable pursuant to this Agreement. Except for the Excluded Software and the Configuration Platform, the Selectica Intellectual Property (including the non-transferable Third Party Materials set forth on Schedule 5.9(b)) constitutes all of the proprietary rights necessary for the Use of the eInsurance Business as presently conducted.

(c) To the knowledge of the Seller, there is no unauthorized use or disclosure of, infringement or misappropriation of any of the Selectica Intellectual Property by any third party, employee or former employee.

(i) As of the date of this Agreement, the Seller has not (A) been named in any proceeding as to which it has been served with process which involves (1) a claim of infringement or misappropriation of any Intellectual Property Rights of any other Person with regard to the Acquired Assets or, (2) a breach of any obligations of any kind to any other Person relating in any way to any Selectica Intellectual Property; (B) received any notice alleging any such claim of infringement, misappropriation or breach with regard to the Acquired Assets; or

(C) received any other notice of any adverse claim against or relating to any Selectica Intellectual Property, including but not limited to claims of invalidity, co-authorship, co-inventorship or co-ownership of the Selectica Intellectual Property. The Seller has delivered to the Buyer correct and complete copies of any such proceedings or written notices, if applicable. To the Seller's knowledge, the authorized Use of the Selectica Intellectual Property does not currently infringe, and has not infringed, any Intellectual Property Rights of any other Person and did not constitute a breach of any obligation of the Seller of any kind to any Person. Except as otherwise provided in the Client License Agreements, the Seller has never agreed to indemnify any Person for or against any interference, infringement, misappropriation, or other conflict with respect to any Selectica Intellectual Property. The Seller has not entered into any covenant not to compete or any contract limiting or purporting to limit the ability of the Seller, with respect to the Selectica Intellectual Property, (a) to exploit fully any Selectica Intellectual Property or (b) to transact business in any market or geographical area or with any Person.

(ii) Schedule 5.9(c)(ii) lists (a) all licenses, sublicenses and other agreements pursuant to which the Seller is authorized to Use any Third Party Materials. Schedule 5.9(c)(ii) also provides a brief description of any royalty or payment obligations for any Third Party Materials. Except for the Freely Available Software, the foregoing shall not apply to any licenses, sublicenses or other agreements with license fees that are less than five hundred dollars (\$500.00) and are not otherwise material to the Acquired Assets. Except as set forth in Schedule 5.9(c)(ii), the Seller has not modified any Third Party Materials.

(iii) The terms under which the Seller Uses the Freely Available Software in the Acquired Assets have not: (A) created, or purported to create, obligations of the Seller with respect to the Selectica Intellectual Property or (B) granted, or purported to grant, to any Person any rights to or immunities under the Selectica Intellectual property. In addition, neither the Seller nor its Affiliates have combined, or permitted others to combine, the Selectica Intellectual Property with programs licensed under the GNU General Public License (the "GPL"), or any other license with similar terms, in any manner that could cause, or could be interpreted or asserted to cause, the Selectica Intellectual Property or any modifications thereto to become subject to the terms of the GPL.

(iv) The Seller has not disclosed or delivered or agreed to disclose or deliver to any Person, or permitted the disclosure or delivery to any escrow agent or other Person, any source code relating to the Selectica Intellectual Property. No event has occurred, and no circumstance or condition exists, that, with or without notice or lapse of time, will, or could reasonably be expected to, result in the obligation of the Seller to disclose or deliver to any Person any source code relating to the Selectica Intellectual Property or release from escrow any Selectica Intellectual Property. Schedule 5.9(c)(iv) identifies each contract pursuant to which the Seller has deposited or is required to deposit with an escrow holder or any other Person any source code relating to the Selectica Intellectual Property, and further describes whether the execution of this Agreement or the consummation of the transactions contemplated herein could be expected to result in the release or disclosure of any such source code relating to the Selectica Intellectual Property or the release from escrow of any Selectica Intellectual Property.

(d) The Seller has taken reasonable security measures to safeguard and maintain the secrecy, confidentiality and value of, and its Intellectual Property Rights in, all of the Selectica Intellectual Property. All of the Selectica Intellectual Property (other than third party licensed-in software listed on Schedule 5.9(c)(ii)) has been solely developed by full-time employees (whether former or current) of Seller within the scope of his or her employment with Seller or by consultants with whom the Company has or had non-disclosure and inventions assignment agreements. Each of the current employees of Seller and each of the current and former consultants and/or independent contractors of Seller has signed an agreement with Seller granting Seller all intellectual property rights to the work performed and developed by such employee or consultant in substantially the form provided to Buyer. All employee (whether former or current) contribution or participation in the conception and development of the Selectica Intellectual Property on behalf of Seller constitutes work prepared by an employee within the scope of his or her employment in accordance with applicable federal and state law that has accorded Seller ownership of all tangible and intangible property thereby arising. None of the following individuals has made any claim to any ownership interest in any Selectica Intellectual Property as a result of having been involved in the development of such property while employed by or consulting to the Seller, or otherwise, where such ownership interest has not been assigned to the Seller: (i) each current and former officer, employee, consultant and contractor of the Seller, and (ii) any other Person with access to proprietary information about the Selectica Intellectual property.

(e) The execution and delivery of this Agreement by the Seller, the consummation of the transactions contemplated hereby and the transfer to the Buyer of the right to Use any Selectica Intellectual Property: (i) will not breach, violate or conflict with any Intellectual Property Rights or other rights of any kind of any third Person; (ii) except as set forth on Schedule 5.9(e), to the Seller's knowledge, will not cause the forfeiture or termination of any right to Use any Third Party Materials incorporated in or bundled with the Selectica Intellectual Property or Used in connection with the Acquired Assets, including the Configuration Platform; and (iii) will not in any way impair the right of the Buyer or any of its Affiliates to Use any Third Party Materials and the Configuration Platform in accordance with the terms of the license agreements pursuant to which such Third Party Materials and the Configuration Platform are licensed by the Seller. Seller represents and warrants that with respect to the Third Party Materials identified on Schedule 5.9(e) that are not transferable, if Buyer independently procures the right to versions of such materials as of the date hereof, use of such versions by Buyer with the Acquired Intellectual Property will not materially alter the functionality of the Acquired Intellectual Property as presently used in connection with the eInsurance Business.

(f) No third party has claimed or, to the knowledge of Seller, has reasonable cause to claim that any person employed by or engaged as an independent contractor by Seller with regard to the Acquired Assets, in connection with his or her employment or engagement by or affiliation with Seller: (i) has violated or is violating any of the terms or conditions of his or her employment, engagement, non-competition or non-disclosure agreement with such third party; (ii) has disclosed or is disclosing or has utilized or is utilizing any trade secret or proprietary information or documentation of such third party in connection with the Acquired Assets; or (iii) has interfered or is interfering in the employment relationship between such third party and any of its present or former employees. No third party has requested information from

Seller which suggests that such a claim might be contemplated. To Seller's knowledge, no person employed by, or engaged as an independent contractor or consultant by, Seller has, in connection with his or her work in developing any of the Selectica Intellectual Property, employed or proposes to employ any trade secret or any information or documentation proprietary of any former employer. To Seller's knowledge, no person employed by, or engaged as an independent contractor or consultant by, Seller has violated any confidential relationship that such person may have had with any third party in connection with the development, manufacture or sale of any Selectica Intellectual Property or products that are included in the eInsurance Business, and Seller has no reason to believe there will be any such employment or violation.

(g) There are no warranty claims in writing, including any threatened claims set forth in writing, related to the Selectica Intellectual Property and describes the nature of any such claims that are pending or were made in the past. To the Seller's knowledge, there is no basis for the assertion of any such claim. To Seller's knowledge, the Seller has not made any oral or written representations or warranties with respect to the Selectica Intellectual Property or the eInsurance Business, except in accordance with the terms of the customer-related written contracts listed on Schedule 5.11. To Seller's knowledge, neither the Acquired Assets, nor any commercially released version of the products that are included in the eInsurance Business sold or licensed by Seller to any Person, when and as delivered, will contain or has contained, any "back door," "time bomb," "Trojan horse," "worm," "drop dead device," "virus" or other software routines designed to permit unauthorized access or to disable or erase software, hardware or data without the consent of the user. The Acquired Assets have not, nor to the Seller's knowledge, have any products that are included in the eInsurance Business been, the subject of any recall or other similar action; and no event has occurred, and no condition or circumstance exists, that might, with or without notice or lapse of time, directly or indirectly give rise to or serve as a basis for any such recall or other similar action relating to any such Acquired Asset or product.

(j) With respect to the Selectica Intellectual Property, the Seller has not been in violation of, and each is presently in compliance with, the Export Administration Act of 1979, as amended, and all applicable regulations promulgated thereunder.

(k) Seller has delivered to Buyer all versions and copies of the Source Materials in the manner set forth on Schedule 5.9(k), except for: (i) one (1) copy of the Source Code which may be maintained by Seller solely for archival purposes and which may not be used by Seller or any third party for any other purpose whatsoever, and (ii) Source Code for the Acquired Assets consisting of the eAnalysis and Enterprise RateCenter software licensed by Buyer to Seller pursuant to the License-back Agreement; *provided* that (A) in the case of Maintenance Software that is commercially available, the Source Materials shall identify such software (including the version), but need not include a copy of such Maintenance Software; and (B) in the case of Maintenance Software that is not commercially available, the Source Materials shall include the executable version and source codes and technical documentation for such Maintenance Software. As of the Closing Date, all Source Materials shall be deemed to be the sole and exclusive property, and the confidential and proprietary information, of Buyer.

5.10. Broker. Seller has not retained, utilized or been represented by any broker, agent, finder or intermediary in connection with the negotiation or consummation of the transactions contemplated by this Agreement and the Transaction Documents.

5.11. Contracts. Schedule 5.11 sets forth a complete and accurate list of all contracts to which Seller is a party or is bound and to which any of the Acquired Assets is subject. As used in this Section 5.11, the word "contract" means and includes every agreement or understanding of any kind relating to the Acquired Assets, written or oral, which is legally enforceable by or against Seller, and specifically includes (a) contracts and other agreements with any current or former officer, director, employee, consultant or shareholder or any partnership, corporation, joint venture or any other entity in which any such person has an interest; (b) contracts and other agreements for the provision of services by Seller; (c) license or vendor, supplier or customer agreements; or (d) any other contract or other agreement whether or not made in the ordinary course of business. Seller has delivered to Buyer true, correct and complete copies of all such contracts, or, with respect to the NDA's, the form thereof, together with all modifications and supplements thereto. Seller has in all respects performed all obligations required to be performed by it to date under each such contract that is listed on Schedules 1.1(a), 1.1(e), 5.3, 5.9(a), 5.9(c)(ii), 5.9(c)(iv), 5.9(e) and 5.11 (other than with respect to the Client Services Contracts set forth on Schedule 5.11). Subject to obtaining any necessary consents by the other party or parties to any such contract, no contract that is listed on Schedule 1.1(a) includes any provision the effect of which may be to enlarge or accelerate any obligations of Buyer to be assumed thereunder or give additional rights to any other party thereto or will in any other way be affected by, or terminate or lapse by reason of, or be diminished in any material respect by, the transactions contemplated by this Agreement or the Transaction Documents.

5.12. Compensation of and Contracts with Employees. Except as set forth on Schedule 5.6, Seller does not have any employment agreement, written or oral, with any Critical Employee or Transition Employee, including any agreement to provide any bonus, severance or benefit to any such employee, except for any oral employment agreement that may be terminated by Seller "at will" and without payment of any penalty. Seller has no outstanding loans or advances to any Critical Employee or Transition Employee.

5.13. Taxes. Seller has timely and duly filed with the appropriate government agencies all Tax Returns required to be filed by it, and all such Tax Returns are true, correct and complete in all material respects. Seller has not waived or extended any statutory or other period of limitations relating to Taxes. Seller is not currently the beneficiary of any extension of time within which to file any Tax Return. There are no outstanding agreements or waivers that would extend the statutory period in which a taxing authority may assess or collect Taxes against Seller and for which there is a reasonable possibility that the Acquired Assets could be subject, or Buyer could be subject as a transferee or purchaser of, or successor to, the Acquired Assets or the eInsurance Business. All Taxes, assessments, fees and other governmental charges owed by Seller upon any of its properties, assets, revenues, income and franchises (whether or not shown on any Tax Return) have been paid and Seller will not be liable for any additional Taxes. Seller has withheld and timely paid all Taxes required to be withheld or paid by it in connection with amounts paid or owing to any employee, creditor, independent contractor or other third party. No federal Tax Return of Seller is currently under audit by the IRS, and no other Tax Return of

Seller is currently under audit by any other taxing authority. Neither the IRS nor any other taxing authority is now asserting or, to the knowledge of Seller, threatening to assert against Seller any deficiency or claim for additional Taxes or any other adjustment that would have an adverse effect on Seller. There exist no actual or, to the knowledge of Seller, proposed assessments of Taxes or tax liens by any taxing authority for which there is a reasonable possibility that the Acquired Assets could be subject, or for which Buyer could be liable as a transferee or purchaser of, or successor to, the Acquired Assets or the eInsurance Business. No Taxing authority in a jurisdiction in which Seller does not file Tax returns has ever made a claim that Seller was or might be subject to Taxation in that jurisdiction. The unpaid Taxes of Seller as of the date of its latest unaudited financial statements as filed with the SEC ("Financial Statements") did not exceed the reserve therefor shown on such Financial Statement. Seller is not party to a Tax allocation or sharing agreement, has not been a member of an affiliated group filing a consolidated federal income tax return, and does not have any liability (including without limitation a liability under Treas. Reg. §1.1502-6 or a similar provision of state, local or foreign law) for Taxes of any person other than Seller. None of the Acquired Assets constitutes a "United States real property interest" within the meaning of Section 897(c) of the Internal Revenue Code. Seller is not a "foreign person" as that term is defined in Section 1445(f)(3) of the Internal Revenue Code.

5.14. Purchase Price Adjustment Calculation. Each of Seller and Buyer hereby acknowledge that it originally contemplated that a Purchase Price adjustment would occur at the Closing with respect to the Client License Agreements, for (a) services and maintenance fees that were billed by Seller but related to services that were not performed prior to and as of the Closing, if any, and (b) services relating to certain milestone payments that were not paid to Seller but related to services that were performed by Seller, if any. Each of Seller and Buyer hereby acknowledge that no Purchase Price adjustment will be made at the Closing. Seller hereby acknowledges that Buyer has made its determination that no Purchase Price adjustment is required solely based on the documents, contracts and agreements, including the modifications and supplements thereto, and any other information that has been delivered to or made available to Buyer prior to the Closing Date. Seller has delivered to Buyer true, correct and complete copies of all documents, contracts and agreements, together with all modifications and supplements thereto, and all other information that is necessary for Buyer to make its determination that no adjustment to the Purchase Price is required as described in this Section 5.14.

6. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer represents and warrants to Seller as of the Closing Date as follows:

6.1. Organization of Buyer; Authority. Buyer is a corporation duly organized, validly existing and in good standing under the laws of Switzerland. Buyer has all requisite power and authority to execute and deliver, and consummate the transactions contemplated by, this Agreement and the Transaction Documents to which it is a party and to carry out all of the actions required of it pursuant to the terms of this Agreement and such Transaction Documents.

6.2. Corporate Approval; Binding Effect. Buyer has obtained all necessary corporate authorizations and approvals required for the execution and delivery of this Agreement and the

Transaction Documents to which it is a party and the consummation of the transactions contemplated hereby and thereby. Each of this Agreement and the Transaction Documents has been duly executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as the enforceability thereof may be limited by any applicable bankruptcy, reorganization, insolvency or other laws affecting creditors' rights generally or by general principles of equity.

6.3. Non-Contravention. The execution and delivery by Buyer of this Agreement and the Transaction Documents and the consummation by Buyer of the transactions contemplated hereby and thereby will not: (a) violate or conflict with any provisions of the certificate of incorporation or By-Laws of Buyer, each as amended to date; or (b) constitute a violation of, or be in conflict with, constitute or create a default under, or result in the creation or imposition of any Encumbrance upon any property of Buyer pursuant to: (i) any contract, agreement or instrument to which Buyer is a party or by which Buyer or any of its properties is bound or to which Buyer or any of its properties is subject; or (ii) any statute, judgment, decree, order, regulation or rule of any court or governmental authority to which Buyer is subject.

6.4. Broker. Buyer has not retained, utilized or been represented by any broker, agent, finder or other intermediary in connection with the negotiation or consummation of the transactions contemplated by this Agreement and the Transaction Documents.

6.5 Offers of Employment. Accenture LLP (together with its Affiliates, "Accenture") has made contingent offers of employment to each of the Critical Employees by delivering to each of them an offer letter in the form provided to Seller.

6.6 Litigation, Etc. No action, suit, claim, proceeding or investigation is pending or, to the knowledge of Buyer which questions the validity of this Agreement or the Transaction Documents or challenges any of the transactions contemplated hereby or thereby, nor, to the knowledge of Buyer, is there any reasonable basis for any such action, suit, proceeding or investigation.

7. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS. The obligation of Buyer to consummate the Closing shall be subject to the satisfaction at or prior to the Closing of each of the following conditions (to the extent noncompliance is not waived in writing by Buyer).

7.1. Representations and Warranties True at Closing. The representations and warranties made by Seller in or pursuant to this Agreement and the Transaction Documents shall be true and correct at and as of the Closing Date.

7.2. Compliance With Covenants. Seller shall have performed and complied with all of its obligations under this Agreement and the Transaction Documents that are to be performed or complied with by it on or prior to the Closing Date.

7.3. No Change. The Acquired Assets shall not have been, and shall not be threatened to be, materially adversely affected in any way as a result of fire, explosion, earthquake, disaster, labor trouble or dispute, change in business organization, any action by the United States or any

other governmental authority, flood, drought, embargo, riot, civil disturbance, uprising, activity of armed forces or act of God or public enemy. There shall not have occurred any material change in the condition of the Acquired Assets, or any imposition of any laws, rules or regulations that would affect the condition of the Acquired Assets, including any filing of bankruptcy relating to Seller (whether voluntary or involuntary), any commencement of receivership (or similar proceedings) involving Seller, any general assignment for the benefit of creditors by Seller or any other similar proceeding involving Seller (whether voluntary or involuntary).

7.4. Seller's Certificate. Seller shall have delivered to Buyer in writing, at and as of the Closing, a certificate duly executed by the President or Chief Executive Officer of Seller, on behalf of Seller, in the form annexed to Schedule 4.2(a), certifying that the conditions in each of Sections 7.1, 7.2 and 7.3 have been satisfied.

7.5. Client License Agreements. Seller shall have terminated the Client License Agreements and Buyer shall have executed license agreements with each of Aetna Life Insurance Company and Blue Cross Blue Shield of Michigan on terms satisfactory to Buyer (collectively, the "Selectica eInsurance Customers").

7.6. Client Services Agreement. Seller shall have terminated the Client Services Agreements and Buyer shall have executed one or more work orders under its existing service agreements with each of the Selectica eInsurance Customers on terms satisfactory to Buyer and as an amendment to, or replacement or restatement of, the existing work orders between the Seller and the Selectica eInsurance Customers.

7.7 License Agreements. Buyer shall have executed (a) the Configuration License Agreement, and (b) the license agreement with Seller pursuant to which, among other things, Buyer grants to Seller a license with respect to the Foundation Services software and the Rating Engine software of Selectica (the "License-back Agreement").

7.8. Approvals. All corporate and other approvals and consents required by Seller in connection with the transactions contemplated by this Agreement, and the execution and delivery of this Agreement and the Transaction Documents shall be reasonably satisfactory in form and substance to Buyer and its counsel.

7.9. No Litigation. No restraining order or injunction shall prevent the transactions contemplated by this Agreement and the Transaction Documents, and no action, suit or proceeding shall be pending or, to Seller's knowledge, threatened, before any court or administrative body in which it will be, or is, sought to restrain or prohibit or obtain damages or other relief in connection with this Agreement and the Transaction Documents or the consummation of the transactions contemplated hereby or thereby.

7.10. Employee Matters.

(a) The employees listed on Schedule 7.10 (the "Critical Employees") shall have satisfied Accenture's employment criteria and accepted the employment offers from

Accenture (in form and substance satisfactory to Accenture) on or prior to the Closing, including the execution of non-disclosure and inventions assignment agreements from each such employee, provided, however, that nothing in this Agreement shall be construed as a covenant by Seller that any such employee maintain his or her status as an employee of Accenture after the Closing.

(b) Accenture shall have contracted with Seller for the services of the Transition Employees (as defined in Section 9.4) on or prior to the Closing.

(c) Accenture shall have received (i) a true and accurate copy of the standard form of NDA Agreement that has been signed by all employees, consultants and other persons who have had access to or developed any of the Acquired Intellectual Property and a list of all such persons and (ii) signed copies of the NDA Agreements between Seller and each of the Critical Employees and the Transition Employees.

7.11. Consents of Third Parties. To the extent necessary, Seller shall have obtained the consent, in form and substance reasonably satisfactory to Buyer and Buyer's counsel, to the consummation of the transactions contemplated by this Agreement and the Transaction Documents from each third party to any contract under which such transactions would constitute a default, would diminish in any material respect the rights of Seller or Buyer, would accelerate obligations of Seller or Buyer, or would permit cancellation or prohibit the assignment of any such contract, provided that, with respect to third party software licenses obtained prior to the Closing Date, Seller shall deliver to Buyer the Novosoft license agreement.

7.12. Release of all Encumbrances. All liens and Encumbrances, if any, on the Acquired Assets shall have been discharged, terminated or otherwise released and paid-in-full.

7.13. Services Agreement. Buyer and Seller shall have executed a services agreement, on terms satisfactory to Buyer, pursuant to which Seller has agreed to provide assistance services to Buyer in connection with Buyer's performance of services for Blue Cross Blue Shield of Michigan.

7.14. Bug List. Seller shall provide Buyer a copy of its Bug List with respect to the Acquired Assets as of the Effective Date. "Bug List" means a complete listing of all deficiencies, bugs or errors occurring in the Acquired Assets as reported by Seller personnel or any customer of Seller and for each such deficiency, bug or error, a description of the problem, an indication of the priority assigned to the problem by Seller, the current status of the problem and the version of the Acquired Assets in which the problem was corrected or is expected to be corrected.

8. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS. The obligation of Seller to consummate the Closing shall be subject to the satisfaction, at or prior to the Closing, of each of the following conditions (to the extent noncompliance is not waived in writing by Seller):

8.1. Representations and Warranties True at Closing. The representations and warranties made by Buyer in or pursuant to this Agreement and the Transaction Documents shall be true and correct at and as of the Closing Date.

8.2. Compliance with Covenants. Buyer shall have performed and complied with all of its obligations under this Agreement and the Transaction Documents that are to be performed or complied with by it at or prior to the Closing Date.

8.3. Closing Certificate. Buyer shall have delivered to Seller in writing, at and as of the Closing, a certificate duly executed by an officer of Buyer, in the form annexed to Schedule 4.2(b), to the effect that the conditions in each of Sections 8.1 and 8.2 have been satisfied.

8.4. No Litigation. No restraining order or injunction shall prevent the transactions contemplated by this Agreement and the Transaction Documents, and no action, suit or proceeding shall be pending or, to Buyer's knowledge, threatened, before any court or administrative body in which it will be or is sought to restrain or prohibit or obtain damages or other relief in connection with this Agreement or the Transaction Documents or the consummation of the transactions contemplated hereby or thereby.

8.5. Offers of Employment. Accenture shall have made contingent offers to employ the Critical Employees, provided, however, that nothing in this Agreement shall be construed to limit the right of Accenture to make an at-will employment offer to each such employee and maintain such person as an employee at-will after the Closing.

8.6. Consents of Third Parties. To the extent necessary, Buyer shall have obtained the consent, in form and substance reasonably satisfactory to Seller and Seller's counsel, to the consummation of the transactions contemplated by this Agreement and the Transaction Documents from each third party to any contract under which such transactions would constitute a default, would diminish in any material respect the rights of Seller or Buyer, would accelerate obligations of Seller or Buyer, or would permit cancellation or prohibit the assignment of any such contract.

## 9. CERTAIN COVENANTS; CONSENTS AND ASSIGNMENTS.

9.1. Confidential Information. Seller shall maintain the confidentiality of all confidential or proprietary information of Seller with respect to the Acquired Assets that have been assigned, transferred and sold to Buyer hereunder, other than any such information that is in the public domain prior to the date of this Agreement or thereafter comes into the public domain (unless any such information is in or becomes in the public domain due to action of Seller in violation of this Agreement) or as provided in the License-back Agreement. The foregoing shall not prohibit the use of such information as is required by applicable law, or as is necessary to prepare tax returns or other filings with governmental authorities, or to assert or protect any right of Seller under this Agreement. Notwithstanding anything herein to the contrary, each party (and its representatives, agents and employees) may consult any tax advisor regarding the tax treatment and tax structure of the transactions contemplated hereby and may disclose to any person, without limitation of any kind, the tax treatment and tax structure of the transactions contemplated hereby and all materials (including opinions or other tax analyses) that are provided relating to such treatment or structure.

9.2. Use of Name. Buyer is purchasing substantially all of Seller's rights in and to the following Trademarks, to the extent such trademarks exist: "eQuoting," "eEnrollment," "eAnalysis," "eRenew," "Foundation Services" and "Enterprise RateCenter" and, therefore, Seller shall not be entitled to use any of the foregoing Trademarks, or any variations thereof as corporate and business names or titles anywhere in the world from and after the Closing.

9.3 Consents to Assignment. Anything in this Agreement to the contrary notwithstanding, this Agreement shall not constitute an agreement by Seller to assign any contract or any other Acquired Assets or Assumed Liabilities, or any claim or right or any benefit arising thereunder or resulting therefrom, if an attempted assignment thereof, without the consent of a third party thereto, would constitute a default thereof or otherwise materially adversely affect the rights of Seller thereunder, it being understood that Buyer is not requesting, and has not requested, the assignment by Seller of any contract, or any other Acquired Assets or Assumed Liabilities, or any claim or right or any benefit arising thereunder or resulting therefrom, for which consent of the relevant third party has not been obtained. If any required third party consents have not been obtained, or if an attempted assignment of any Acquired Assets or Assumed Liabilities would be ineffective or would affect the rights thereunder so that Buyer would not receive substantially all such rights, Seller shall cooperate with Buyer, in all reasonable respects, but shall not be obligated to incur any liability with respect thereto, for a period of not more than thirty (30) days after the date hereof and at Buyer's sole expense, to provide to Buyer the benefits under any such contract or any other Acquired Assets or Assumed Liabilities, and Buyer shall have any claim or right, including enforcement for the benefit of Buyer, of any and all rights of Seller against a third party thereto arising out of the default or cancellation by such third party or otherwise; it being agreed however that such cooperation shall in no event represent an obligation of Seller, inter alia, to make or cause to be made any modification, addition or deletion to the Acquired Assets or to provide any assistance on technical matters related to the Acquired Assets, including, without limitation, telephone and/or on-site technical consultation or other consulting, programming, maintenance or development services.

**9.4 Employees.** Attached hereto as Schedule 9.4 is a list of Seller employees that in Buyer's discretion are important to the transfer and transition of the Acquired Assets, including without limitation the delivery of the Client License Agreements (the "Transition Employees"). Seller shall make the Transition Employees available for contract services to Accenture during the period commencing on the Closing Date and ending on the first anniversary of the Closing Date (the "Contract Service Period"), provided, however, that on or after the six month anniversary of the Closing Date, Accenture may reduce the number of Transition Employees providing contract services, in its sole discretion, by providing Seller with thirty (30) days prior written notice (the "Employee Notice") identifying the Transition Employee(s) whose contract services are no longer required. The effective date of termination (the "Termination Date") of the Transition Employee shall be set forth in the Employee Notice and shall not be less than thirty (30) days from the date of such Employee Notice. Accenture shall reimburse Seller at a rate of \$600 per day for each Transition Employee located in the United States and \$160 per day for such employees located in India during the Contract Service Period, provided, however, Accenture shall not be required to reimburse Seller for each Transition Employee whose contract services are no longer required as of the Termination Date of such employee. Seller shall be responsible for providing the Transition Employees with suitable office space, desks, storage, furniture and other normal office equipment support, including computer terminals, telephone service, postage, copying, typing, secretarial services and general office supplies which may be necessary in connection with such Transition Employee's performance of the applicable services. Each Transition Employee shall (including for tax purposes) remain the employee of Seller, or any of its respective Affiliates, during the Contract Service Period. Seller shall be responsible for the Transition Employees' tax withholdings, payment of salaries, unemployment insurance, workers' disability and compensation, social security contributions, and employee benefits such as vacation, sick pay, insurance, pension and profit-sharing benefits. Accenture shall own all intellectual property rights in all original written material including programs, listings and other documentation originated and prepared for Accenture by the Transition Employees during such period. Seller hereby acknowledges that at any time after the Closing Date, Accenture shall be free to make offers of employment to any Transition Employee or other employee of Seller engaged in the Business and such employee shall no longer be considered a Transition employee hereunder or an employee of Seller upon the hiring effective date by Accenture. Seller shall not interfere with Transition Employees becoming, or discourage such employees from becoming, or give such employees an incentive not to become, employees of Accenture. Accenture shall own all intellectual property rights in all original written material including software and other documentation originated and prepared for Buyer by the Critical Employees, the Transition Employees and any other Seller employees that are hired by Accenture from and after the Closing Date.

**9.5. Seller Office Space.** Seller hereby agrees to make its office space located in Chennai, India (the "Chennai Facility") available to at least fifteen (15) Accenture employees located at Accenture's office in Bangalore, India through and until the first anniversary of the Closing Date. Seller shall be responsible for providing such Accenture employees with suitable office space, desks, storage, furniture and other normal office equipment support, including computer terminals, telephone service, postage, copying, typing, secretarial services and general office supplies which may be necessary in connection with such employees responsibilities.

Accenture shall pay Seller \$500 per employee per month for the use of the Chennai Facility, provided, however, if Seller is unable to provide suitable office space, desks, storage, furniture or computer terminals, then such amount shall be reduced to \$450 per Accenture employee per month.

9.6. Non-Compete; Non-Solicitation. Seller agrees that it will not, nor will its Affiliates, for a period of five (5) years following the Closing: (a) create, develop or sell, in any manner, any software or other product or service that competes in the Accenture Field, (b) license or otherwise distribute in any manner, directly or indirectly, any software or other product or service (including, without limitation, the Configuration Platform) to any person or entity for use in the Accenture Field; (c) solicit, service, accept orders from, or otherwise have business contact with any person or entity who has, within the one-year period immediately prior to the Closing, been a customer (including, without limitation, a reseller or end user of products) of Seller in the Accenture Field, if such contact could directly or indirectly divert business from or adversely affect the business of Accenture with respect to the eInsurance Business; (d) solicit or encourage any officer, employee or consultant of Accenture who perform services relating to the Accenture Field, to leave its employ for employment by or with Seller or any competitor of Accenture; or (e) become a security holder that beneficially owns greater than five percent of, or become the holder of a contractual right to nominate a director of, a company that competes with Accenture, directly or indirectly, in products, market, or services relating to the Accenture Field. Further, Seller and its Affiliates will not, for a period of five (5) years following the Closing, solicit the employment of any employee of Accenture who knowingly works on eInsurance or hire any of the Critical Employees, Transition Employees or other Seller employees that are hired by Accenture from and after the Closing Date. Notwithstanding the foregoing, Seller may provide maintenance and other services to the following existing customers of Seller pursuant to existing contractual arrangements: Foundation Health Services, HealthMarket, Highmark, Humana, Blue Cross Blue Shield of Florida and Blue Shield of California, provided, however, that any custom services performed by Seller may improve or repair existing functionality, but not add additional functionality.

9.7. Software Integration. For the period commencing on the Closing Date and ending on the fourteenth calendar day thereafter, Seller hereby agrees to take reasonable steps to aid, and provide reasonable cooperation to Buyer for the purpose of re-bundling and integrating the Acquired Intellectual Property, including without limitation any software acquired or licensed by Buyer in connection with this Agreement.

9.8. PaciFiCare Client License Agreement. Seller hereby acknowledges that the Client License Agreement by and between Seller and PaciFiCare may not be assigned to Buyer in accordance with its terms. From and after the Closing Date, Seller hereby agrees to provide reasonable cooperation and to take reasonable steps, as requested by Buyer, to assist Buyer in its efforts to transition the rights and obligations under such Client License Agreement to Buyer in a manner and form satisfactory to Buyer.

9.9. Further Assurances. The parties agree to take such reasonable steps and execute such other and further documents as may be necessary or appropriate to cause the terms and conditions contained herein to be carried into effect. Without limiting the generality of the

foregoing, Seller agrees to provide reasonable cooperation at Buyer's reasonable request, and at Buyer's sole expense for the thirty (30) days immediately following the Closing in order to transition the Acquired Assets, the Assumed Liabilities and the Critical Employees to Buyer and/or Accenture.

**9.10. Equitable Remedies.** Seller agrees and acknowledges that Buyer will suffer irreparable injury and damage and cannot be reasonably or adequately compensated in monetary damages for the loss by Buyer of its benefits or rights under this Agreement as the result of a breach, default or violation by Seller of Seller's obligations under Sections 9.1, 9.2, 9.5, 9.6 or 9.9 of this Agreement. Accordingly, Buyer shall be entitled, in addition to all other remedies which may be available to it (including monetary damages), to injunctive and other available equitable relief, without bond, in any court of competent jurisdiction in the State of New York to prevent or otherwise restrain or terminate any actual or threatened breach, default or violation by Seller of its obligations under Sections 9.1, 9.2, 9.5, 9.6 or 9.9 of this Agreement or to enforce any such provision.

## 10. INDEMNIFICATION.

**10.1 Indemnification by Seller.** Seller agrees to indemnify and hold Buyer harmless from and with respect to any costs, losses, obligations, damages, lawsuits, deficiencies, claims, demands, and expenses arising out of third-party claims, including, without limitation, interest, penalties, costs of mitigation, defense or settlement (collectively, "Losses"), arising out of, resulting from or incident to: (i) any breach of any representation or warranty made by Seller in or pursuant to this Agreement or any Transaction Document; (ii) any breach of any covenant or agreement made by Seller in or pursuant to this Agreement or any Transaction Document; (iii) any claim that the Selectica Intellectual Property, or the reproduction, manufacturing, distribution, licensing, use, sublicensing or sale thereof, infringes or misappropriates any patent, copyright, trademark, trade secret or other intellectual property or other proprietary right of any Person; (iv) any Excluded Assets or Excluded Liabilities; and (v) any liability or obligation (other than the Assumed Liabilities) relating to the operation of the einsurance Business prior to the Closing.

### 10.2. Limitations of Liability.

(a) Except for any amounts payable with respect to third party indemnification claims under Section 10.1(iii), (iv) or (v), except for breach by Selectica of its obligations under Section 9.2 or 9.6, and except for breach by any party of its confidentiality obligations, in no event shall either party be liable for consequential, special, incidental, indirect or punitive loss, damage or expenses (including, but not limited to, business interruption, lost business, or lost savings) even if it has been advised of their possible existence.

(b) In the event that any claims for indemnification are made under Section 10.1(i) or (ii) (but not including claims for breach of Selectica's obligations under Section 9.1 or 9.6 hereof), the Indemnifying Party (as defined in Section 10.3(a) below) will not be obligated to indemnify the Indemnified Party (as defined in Section 10.3(a) below) with respect to Losses in an amount greater than the Purchase Price.

10.3. Claims.

(a) In the event that any party hereto (the "Indemnified Party") desires to make a claim against another party hereto (the "Indemnifying Party", which term includes all indemnifying parties if more than one) in connection with any third-party litigation, arbitration, action, suit, proceeding, claim or demand at any time instituted against or made upon it for which it may seek indemnification hereunder (a "Third-Party Claim"), the Indemnified Party will promptly notify the Indemnifying Party of such Third-Party Claim and of its claims of indemnification with respect thereto; provided, that failure to promptly give such notice will not relieve the Indemnifying Party of its indemnification obligations under this section except to the extent, if any, that the Indemnifying Party has actually been prejudiced thereby.

(b) The Indemnifying Party will have the right to assume the defense of the Third-Party Claim with counsel of its choice reasonably satisfactory to the Indemnified Party by written notice to the Indemnified Party within twenty days after the Indemnifying Party has received notice of the Third-Party Claim; provided, however, that the Indemnifying Party must conduct the defense of the Third-Party Claim actively and diligently thereafter in order to preserve its rights in this regard; and, provided, further, that the Indemnified Party may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third-Party Claim.

(c) The Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third-Party Claim without the prior consent of the Indemnified Party (which will not be unreasonably withheld or delayed) unless the judgment or proposed settlement (i) includes an unconditional release of all liability of each Indemnified Party with respect to such Third-Party Claim and (ii) involves only the payment of money damages by the Indemnifying Party and does not impose an injunction or other equitable relief upon the Indemnified Party. So long as the Indemnifying Party has assumed and is conducting the defense of the Third-Party Claim in accordance with Section 10.3(b) above the Indemnified Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third-Party Claim without the prior written consent of the Indemnifying Party (which consent will not be unreasonably withheld or delayed).

(d) In the event the Indemnifying Party fails to assume the defense of the Third-Party Claim in accordance with Section 10.3(b) above, (i) the Indemnified Party may defend against, and consent to the entry of any judgment or enter in any settlement with respect to, the Third-Party Claim in any manner it reasonably may deem appropriate (and the Indemnified Party need not consult with, or obtain any consent from, the Indemnifying Party in connection therewith) and (ii) the Indemnifying Party will remain responsible for any Damages the Indemnified Party may suffer as a result of such Third-Party Claim to the extent provided in this Article 10.

(e) In the event of any claims for indemnification under Section 10.1 ,the Indemnified Party shall advise the Indemnifying Party in writing of the amount and circumstances surrounding such claim. With respect to any claim for indemnification under

Section 10.1 that are liquidated, if within thirty days the Indemnifying Party has not contested such claim in writing, the Indemnifying Party will pay the full amount thereof within ten (10) days after the expiration of such period.

**10.4 Limitations.** Notwithstanding anything to the contrary in the foregoing provisions of this Article 10, (a) from and after the third anniversary of the Closing Date, Buyer may not bring a claim against Seller under Section 10.1(i) for breach of Seller's representations and warranties set forth in Article 5 hereof; and (b) Buyer may not bring a claim against Seller under Section 10.1(ii) for breach of Seller's obligations under any provision of Article 9 hereof from and after the date that is three (3) years after the breach of Seller's obligations under the applicable provision of Article 9 for which such claim is being made.

**11. DEFINITIONS.** As used herein the following terms not otherwise defined have the following respective meanings:

**"Accenture Field":** means i) the provision of health insurance coverage; (ii) the administration of health insurance services; and/or (iii) the analysis of information related to the provision of health coverage or the delivery of health insurance services.

**"Actuate Software":** means the following software: (i) Actuate e.Reporting Server, Actuate Report Cast, Actuate e.Spreadsheet Server, Actuate e.Analysis, Actuate e.Report Designer Pro, Actuate e.Report Designer, Actuate Administrator, and e.Spreadsheet Designer, each as defined in that certain License Agreement, dated as of December 29, 2000, by and between Seller and Actuate Corporation, and (ii) e.Spreadsheet Engine (for calculation purposes only), Actuate e.Spreadsheet Server, Actuate e.Analysis, and e.Spreadsheet Designer, as defined in that certain License Agreement, dated as of June 28, 2002, by and between Seller and Actuate Corporation.

**"Affiliate":** As applied to any Person (as defined in this Section 11), any Person controlling, controlled by or under common control with such Person, and with respect to Buyer, shall include any entity, whether incorporated or not, that is controlled by or under common control with Accenture Ltd., a Bermuda holding company, and "control" (or variants of it) shall mean the ability whether directly or indirectly to direct the affairs of another by means of ownership, contract or otherwise.

**"Client License Agreements":** Each of the following agreements: (a) that certain Master Multi-Platform Software License Agreement, dated December 21, 2000, between Aetna Life Insurance Company and Seller, (b) that certain Major Account License Agreement, dated March 22, 2002, by and between Blue Cross Blue Shield of Michigan and Seller, including that certain the Two-Party Escrow Agreement by and between Seller and Fort Knox Escrow Services, Inc., dated March 8, 1999, of which Blue Cross Blue Shield was a beneficiary; and (c) that certain License Agreement, dated as of December 21, 2001, by and between PacifiCare and Seller, including that certain the Two-Party Escrow Agreement by and between Seller and Fort Knox Escrow Services, Inc., dated March 8, 1999, of which Pacificare was a beneficiary.

**"Client Services Agreements"**: Each of the following agreements: (a) that certain Services Agreement, dated December 21, 2000, between Aetna Life Insurance Company and Seller, and (b) that certain Services Agreement, dated March 15, 2002, by and between Blue Cross Blue Shield of Michigan and Seller.

**"Code"**: The Internal Revenue Code of 1986, as amended.

**"Copyrights"**: All copyright rights, and all other literary property and author rights, whether or not registered, and all rights, title and interests in all copyrights, whether or not registered, copyright registrations, certificates of copyright and copyrighted interests throughout the world.

**"Excluded Software"**: The Actuate Software.

**"Freely Available Software"**: Any software program(s) available without charge for use, modification and/or distribution, including any open source software.

**"GNU General Public License"**: The license published by the Free Software Foundation, Inc. titled "GNU General Public License," available as of January 10, 2002 at <http://www.gnu.org/licenses/gpl.txt>.

**"Intellectual Property Rights"**: All rights to any Selectica Intellectual Property, including claims against third Persons for past, present or future infringement, whether or not heretofore asserted, rights of priority, and any other similar tangible or intangible proprietary rights, including all rights in any other Selectica Intellectual Property existing under judicial or statutory law of any country in the world, or under any treaty.

**"Maintenance Software"**: technical documentation, user documentation and all related scripts, the names and contact information for all third party suppliers, error lists (including each reported error and then current status), and all other software required to compile, assemble, translate, bind and load Source Code into executable releases and to otherwise maintain the Source Code.

**"Patents"**: All patent rights in all letters patent or equivalent rights, patent applications and inventions disclosure, industrial and utility models, industrial designs, petty patents, patents of importation, patents of addition, certificates of invention and other government issued or granted indicia of invention ownership including any reissue, extension, division, continuation or continuation-in-part applications throughout the world, including without limitation, that certain draft patent application entitled "Procedural Computation Engine for Providing Complex Rating Data to an Object-Oriented Server System Accessible to Service Clients and Agents over a Data Packet Network".

**"Person" or "person"**: A corporation, an association, a partnership, a limited liability company, an organization, a business, an individual, a government or political subdivision thereof or a governmental agency.

**"Post-Transfer Circumstances"** All acts, omissions, events, circumstances, facts, states of affairs or periods of time that occur after the Closing.

**"Pre-Transfer Circumstances"** All acts, omissions, events, circumstances, facts, states of affairs or periods of time that occur prior to the Closing.

**"Selectica Intellectual Property"**: Any and all rights and licenses associated with and/or relating to: (i) any Patents; (ii) works of authorship, including Copyrights, Trademarks, whether registered or at common law, as well as all applications therefor that are pending or that are in the process of preparation; (iii) confidential information, including but not limited to trade secrets arising under common law, state law, federal law or the laws of any foreign countries; (iv) computer software programs or applications in both Source Code and object code form, development documentation, technical information and related materials and any other proprietary rights relating to intangible property, including but not limited to know-how and show-how, whether or not protectable by patent, copyright, mask work right or trade secret; (v) divisional, continuations, continuations-in-part, renewals, refiles, re-examinations and extensions of the foregoing, as applicable; and (vi) Third Party Materials, in the case of each item referred to above, that relates to the eInsurance Business, and in each case with respect to any jurisdiction in the world. For the avoidance of doubt, the foregoing excludes the Excluded Software for purposes of Section 1.1(a) of this Agreement, but shall otherwise be deemed to be Selectica Intellectual Property for purposes of Section 5.9 of this Agreement.

**"Source Code"**: (a) The printed, sequenced list of computer instructions that (i) when compiled or interpreted by a computer using available compilers or interpreters, are sufficient to recreate such software; (ii) are readily comprehensible by a software engineer of ordinary skill and appropriate training; and (b) magnetic media containing the foregoing in a form suitable for compilation or interpretation by computer.

**"Source Materials"**: The Source Code and the Maintenance Software.

**"Tax"** or **"Taxes"**: Any federal, state, local, foreign or other income, profits, franchise, license, capital, premium, windfall profits, environmental, withholding, unemployment insurance, social security, occupational, production, severance, gross receipts, value added, sales, use, excise, real and personal property, stamp, ad valorem, occupancy, transfer, registration, employment, payroll, disability, workers' compensation, customs, alternative, estimated or other similar tax, duty, fee, assessment or other governmental charge (including all interest and penalties thereon and additions thereto), whether disputed or not.

**"Tax Return"**: Any return, declaration, report, information return, statement, or claim for refund relating to a Tax or Taxes, including any schedule or attachment thereto, and any amendment of any of the foregoing.

**"Third Party Materials"**: All Patents, Copyrights, Trademarks, Freely Available Software, trade secrets, confidential information, and any other proprietary rights owned by a third party and Used by Seller in connection with the Acquired Assets, but excluding any third party software in the Configuration Platform.

**"Trademarks":** All trademark and service mark rights arising under the common law, state law, federal law and laws of foreign countries and all rights, title and interest in all trademarks, service marks, trademark and service mark applications and registrations and trademark and service mark interests throughout the world.

**"Use":** The making, having made, running, using, testing, importing, copying, reproducing, distributing, displaying, performing, adapting, selling, offering for sale, licensing, offering for license or preparing derivatives of intellectual property.

## 12. GENERAL.

12.1. **Survival of Representations and Warranties.** The representations and warranties of the parties hereto contained in this Agreement or the Transaction Documents shall be deemed material and, notwithstanding any investigation by Buyer, shall be deemed to have been relied on by Buyer and shall survive the Closing until the second anniversary of the Closing Date.

12.2. **Expenses.** All transfer and sales taxes payable with respect to the sale and conveyance of the Acquired Assets to Buyer shall be paid by Buyer. All other fees and expenses incurred in connection with the negotiation, execution and delivery of this Agreement, and the consummation of the transactions contemplated herein, shall be borne separately by each party hereto.

12.3. **Notices.** All notices, demands and other communications hereunder shall be in writing or by facsimile transmission, and shall be deemed to have been duly given if delivered personally or if mailed by certified mail, return receipt requested, postage prepaid, or if sent by overnight courier, or sent by facsimile transmission, as follows:

If to Seller, to:

Selectica, Inc.  
3 West Plumeria Drive  
San Jose, California 95134-2111  
Facsimile: 408-545-2530  
Attention: Steve Bennion

In each case, with a copy to:

Altus Legal Group, P.C.  
644 Emerson Street, Suite 30  
Palo Alto, California 94301  
Facsimile: (650) 473-0964  
Attention: Theodore G. Wang, Esq.

If to Buyer, to:

Accenture Global Services GmbH  
Herrenacker 15  
8201 Schaffhausen, Switzerland  
Facsimile: [ ]  
Attention: [ ]

Accenture LLP  
1661 Page Mill Rd  
Palo Alto, CA, USA 94304  
Facsimile: (650) 213-2956  
Attention: Dan Aardal

Accenture LLP  
1661 Page Mill Rd  
Palo Alto, CA, USA 94304  
Facsimile: (973) 301-1053  
Attention: Steve R. Burns

With copies to:

Bingham McCutchen LLP  
150 Federal Street  
Boston, Massachusetts 02110  
Facsimile: (617) 951-8736  
Attention: Meerie M. Joung, Esq.

Any such notice shall be effective: (a) if delivered personally, when received; (b) if sent by overnight courier, when received for; (c) if mailed, three (3) days after being mailed as described above; and (d) if sent by facsimile transmission, upon confirmation of successful and complete transmission. Any party may change its address from time to time by means of notice given to the other parties in the manner provided in this Section.

12.4. Entire Agreement. This Agreement, together with the Transaction Documents, and all exhibits and schedules attached hereto and thereto, contains the entire understanding of the parties, supersedes all prior agreements and understandings relating to the subject matter hereof (including that certain Term Sheet, dated as of July 18, 2003, between Buyer and Seller) and shall not be amended except by a written instrument hereafter signed by all of the parties hereto or thereto.

12.5. Governing Law and Venue. The validity and construction of this Agreement and the Transaction Documents shall be governed by the internal laws (and not the conflicts rules) of the State of New York. Each party to this Agreement hereby consents to the exclusive jurisdiction of the courts located in the State of New York and waives any objection to venue laid therein. Process on any such action or proceeding may be served on any party anywhere in the world, in accordance with the laws of the State of New York.

12.6. Sections and Section Headings. The headings of sections and subsections are for reference only and shall not limit or control the meaning thereof.

12.7. Severability. In the event that any covenant, condition, or other provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed to be severable from the remainder of this Agreement and shall in no way affect, impair, or invalidate any other covenant, condition or other provision contained herein.

12.8. No Implied Rights or Remedies. Except as otherwise expressly provided herein, nothing herein expressed or implied is intended or shall be construed to confer upon or to give any person, firm or corporation, other than Seller and Buyer and their respective shareholders, any rights or remedies under or by reason of this Agreement.

12.9. Counterparts; Execution and Delivery by Facsimile. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement and the Transaction Documents may be executed and delivered by facsimile transmission in accordance with the terms of Section 4.1 hereof.

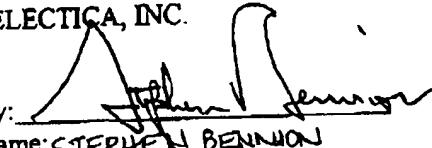
12.10. Public Statements or Releases. Seller agrees that it shall not, at any time prior to the consummation of the Closing or thereafter, make, issue or release any public announcement, statement or acknowledgment of the existence of, or reveal the status of, this Agreement or the terms provisions and/or transactions provided for herein, without first obtaining the written consent of Buyer. Nothing contained in this Section 12.10 shall prevent any party (or its Affiliates) from making such disclosures as such party may consider necessary in order (and only to the extent necessary) to satisfy such party's legal or contractual obligations or to satisfy such party's obligations under the rules and regulations promulgated by the Securities Exchange Commission or any exchange on which such party's securities are listed or sought to be listed.

12.11. Assignment. No party to this Agreement may assign, by operation of law or otherwise, all or any portion of its rights, obligations and liabilities under this Agreement without the prior written consent of the other party to this Agreement; provided however that either party may transfer this Agreement to an Affiliate or in connection with a merger or acquisition of all or substantially all of such party's assets.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Asset Purchase Agreement to be duly executed and delivered as a sealed instrument as of the date and year first above written.

SELECTICA, INC.

By: 

Name: STEPHEN BENNINGTON

Title: EVP / CFO

ACCENTURE GLOBAL SERVICES GMBH

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Asset Purchase Agreement to be duly executed and delivered as a sealed instrument as of the date and year first above written.

SELECTICA, INC.

By: \_\_\_\_\_  
Name:  
Title:

ACCENTURE GLOBAL SERVICES GMBH

By: \_\_\_\_\_  
Name: *Gabriel Ramirez de Aguilera*  
Title: *Director*

This disclosure of exceptions is made and given pursuant to the Asset Purchase Agreement dated October 21, 2003 (the "Agreement"), by and among Selectica, Inc. (the "Seller") and Accenture Global Services GmbH, ("Buyer"). Unless the context otherwise requires, all capitalized terms are used herein as defined in the Agreement. The numbers below correspond to the section numbers of representations and warranties in the Agreement most directly modified by the exceptions, but such exceptions are intended to modify all of the Seller's representations and warranties.

**Schedule 1.1(a)**

**Acquired Intellectual Property**

**1. Computer Software**

- eQuoting application
- eEnrollment application
- eAnalysis application (which includes the software referred to as "Erenewals")
- Enterprise RateCenter
- Foundation Services Platform, including all subcomponents and enhancement work-in-progress (e.g. IDE). For the avoidance of doubt, the FS IDE is a work in progress and is currently non-operational
- WinRRS application

**2. Patents**

- Draft Patent Application: Procedural Computation Engine for Providing Complex Rating Data to an Object-Oriented Server System Accessible to Service Clients and Agents over a Data Packet Network

**3. Trademarks**

eQuoting  
eEnrollment  
eAnalysis  
eRenew  
Foundation Services  
Enterprise RateCenter

**4. License Rights to Third Party Materials**

- Novosoft License Agreement, dated as of June 21, 2002.

<b>Company</b>	<b>Product</b>	<b>Release</b>
Apache	Ant	1.5.3
	Axis	1.1

	<b>common-httpclient</b>	2.0 Beta2
	<b>Fop</b>	0.20.2
	<b>log4j</b>	1.1.1 1.2.6 1.2.8
	<b>Poi</b>	1.5.0 1.8.0
	<b>Xalan</b>	2.3.1
	<b>xerces</b>	1.2.3
<b>Eclipse</b>	<b>Eclipse</b>	2.1.0
<b>JDOM Project</b>	<b>JDOM</b>	1.0 Beta 7
<b>JsTools</b> <b>jsXMLParser</b>	<b>JsTools</b> <b>jsXMLParser</b>	None
<b>Novosoft</b>	<b>rtf2fo</b>	2.1.1
<b>Ostermiller,</b> <b>Stephen</b>	<b>Utils</b>	None
<b>SourceForge</b>	<b>DynAPI</b>	2.5.7
	<b>Jaxen</b>	1.0
	<b>SAXPath</b>	1.0 Beta6
<b>Sun</b>	<b>Jdbc</b>	2.0

**Schedule 1.1(e)**

**NDA's**

NDA Agreements with each of the following:

**Critical Employees:**

1. Gloria Romeo
2. Tom Shreve
3. Walter Hoskins
4. KG Subramanyam
5. Aparna Balasubramanian
6. Jess Parks

**Transition Employees:**

1. Viji Kandasamy
2. Suresh VN Nanduru
3. Anitha Imayavaramban
4. Jayanthi Nambi
5. Thirumoorthy Ayyasamy
6. Vijay Shivakumar Renganathan
7. Sumathi Mandipati
8. Karthika Ayyasamy
9. Sendhil Chennaiappan
10. Sriram Balasubramanian
11. Rahul Kulkarni
12. Giri Ramamoorthy
13. Raju Penmetsa
14. Senthil Balakrishnan
15. Arvind Thube
16. Nagaraja Rao
17. Pankaj Deore
18. Swami Velmurugan
19. Nilesh Jain
20. Ashutosh Mishra
21. Sathiya Dhanapal
22. Jana Poornavel
23. Rajesh Monickadas
24. Mani Doraisamy
25. Jeyavel Thamizhmani
26. Aravinth Jagannathan

**Schedule 3.1**

**Wire Account Information:**

**Bank Name:** Bank of America  
1850 Gateway Boulevard  
Concord, CA 94520

**ABA#:** 121000358  
**Account #:** 12332-34040

**Account Name:** Selectica, Inc.

**Schedule 3.2**

**Purchase Price Allocation**

Selectica/Accenture							
Purchase Price Allocation							
IRC 1060 Class		GAAP Entry	FMV Adjustments	FMV		Allocated Purchase price - Form 8594	
	Purchase Price	1,400,000		1,400,000			
	Liabilities Assumed by Accenture	0		-			
	Gross Proceeds	1,400,000	-	1,400,000			
I	Cash	0		-	Class I		
III	Accounts Receivable	0		-	Class III		
V	Prepaid Maintenance	0		-	Class V	1,400,00	
V	Fixed Assets	0		-			
V	Software	1,400,000		1,400,000			
	Total Assets	1,400,000	0	1,400,000		1,400,00	
	Net Balance	0	0	0			
	Check						

**Schedule 4.2(a)**

Form of Seller Certificate

**CERTIFICATE OF  
EXECUTIVE VICE-PRESIDENT  
OF SELECTICA, INC.**

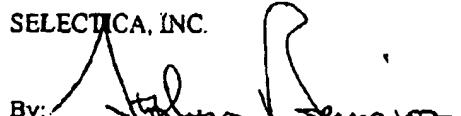
November \_\_\_, 2003

Reference is hereby made to the Asset Purchase Agreement, of even date herewith (the "Asset Purchase Agreement"), by and between Selectica, Inc., a Delaware corporation ("Seller") and Accenture Global Services GmbH, a Swiss company with business address at Herrenacker 15, 8201 Schaffhausen, Switzerland ("Buyer"). Capitalized terms used herein without definition shall have the respective meanings assigned to such terms in the Asset Purchase Agreement.

Pursuant to Section 7.4 of the Asset Purchase Agreement, the undersigned Executive Vice-President of Seller hereby certifies to Buyer in such capacity that:

1. The representations and warranties made by Seller in or pursuant to the Asset Purchase Agreement and the Transaction Documents are true and correct at and as of the Closing Date.
2. Seller has performed and complied with all of its obligations under the Asset Purchase Agreement and the Transaction Documents that are to be complied with by it on or prior to the Closing Date.
3. The Acquired Assets have not been, and are not threatened to be, materially adversely affected in any way as a result of fire, explosion, earthquake, disaster, labor trouble or dispute, change in business organization, any action by the United States or any other governmental authority, flood, drought, embargo, riot, civil disturbance, uprising, activity of armed forces or act of God or public enemy. There has not occurred any material change in the condition of the Acquired Assets, or any imposition of any laws, rules or regulations that has affected the condition of the Acquired Assets, including any filing of bankruptcy relating to Seller (whether voluntary or involuntary), any commencement of receivership (or similar proceedings) involving Seller, any general assignment for the benefit of creditors by Seller or any other similar proceeding involving Seller (whether voluntary or involuntary).

IN WITNESS WHEREOF, the undersigned Executive Vice-President of Seller has affixed his signature as of the date first set forth above.

SELECTICA, INC.  
By:   
Name: Stephen Bennion  
Title: Executive Vice President

**Schedule 4.2 (b)**

Form of Buyer Certificate

OFFICER'S CERTIFICATE OF  
ACCENTURE GLOBAL SERVICES GmbH.

November \_\_, 2003

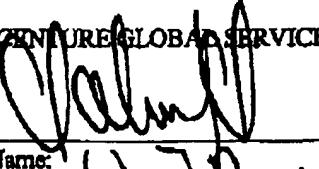
Reference is hereby made to the Asset Purchase Agreement, of even date herewith (the "Asset Purchase Agreement"), by and between Selectica, Inc., a Delaware corporation ("Seller") and Accenture Global Services GmbH, a Swiss company with business address at Herrenacker 15, 8201 Schaffhausen, Switzerland ("Buyer"). Capitalized terms used herein without definition shall have the respective meanings assigned to such terms in the Asset Purchase Agreement.

Pursuant to Section 8.3 of the Asset Purchase Agreement, the undersigned Officer of Buyer hereby certifies to Seller in such capacity that:

1. The representations and warranties made by Buyer in or pursuant to the Asset Purchase Agreement and the Transaction Documents are true and correct at and as of the Closing Date.
2. Buyer has performed and complied with all of its obligations under the Asset Purchase Agreement and the Transaction Documents that are to be performed or complied with by it on or prior to the Closing Date.

IN WITNESS WHEREOF, the undersigned Officer of Buyer has affixed his signature as of the date first set forth above.

ACCENTURE GLOBAL SERVICES GmbH

By: 

Name: Beatriz Ramirez de Aguirre  
Title: Director

**Schedule 4.3(a)**

**List of Agreements, Documents, Certificates and Instruments  
to be Delivered by Seller to Buyer**

(1) Seller's Certificate as required by Section 8.3

**Schedule 4.3(b)**

**List of Agreements, Documents, Certificates and Instruments  
to be Delivered by Buyer and Seller**

- (1) Closing Certificate of Buyer as required by Section 7.4.
- (2) License between Buyer and Seller regarding the Configuration Platform.
- (3) License between Buyer and Seller regarding Foundation Services and Rating Engine Software.
- (4) Software License and Support Agreement between Novosoft Inc. and Seller dated as of June 21,2002, and Amendment #1 to Software License and Support Agreement #LA-04/0602-USA-C.
- (5) License agreement between Seller and Aetna Life Insurance Company regarding the Configuration Platform.
- (6) Services agreement between Buyer and Seller with respect to services to be provided by Selectica to Blue Cross Blue Shield of Michigan on behalf of Buyer.
- (7) Agreement between Seller and Actuate permitting Seller to transfer one copy of the Actuate software to Buyer.
- (8) License Agreement between Buyer and Actuate regarding Buyer's license of the Actuate software.

**Schedule 5.3**

1. E. Business Application Partner Software License Agreement between Actuate Corporation and Seller dated as of June 28,2002.

2. Software License and Support Agreement between Novosoft Inc. and Seller dated as of June 21,2002

Buyer and Seller are entering into Agreements with Actuate Corporation and Novosoft, Inc. concurrent with the execution of the Agreement permitting, with respect to Actuate, the transfer of physical copies of Actuate's software from Seller to Buyer, and with respect to Novosoft, the transfer of Seller's license to Novosoft's software from Seller to Buyer.

### Schedule 5.6

#### 1. List of employees with change in compensation since June 30, 2003:

1. Pankaj Deore: Rs. 30,000/month total pay with effect from July 01, 2003.
2. Aparna Balasubramanium: \$105,000 per year with effect from July 01, 2003.
3. Viji Kandasamy: Rs. 23,000/month total pay with effect from October 01, 2003.
4. Vijay Shivakumar Renganathan Rs.21,000/month total pay with effect from October 01, 2003.
5. Karthika Ayyasamy Rs. 21,000/month total pay with effect from October 01, 2003
6. Sendhil Chennaiappan Rs. 38,000/month total pay with effect from July 01, 2003
7. Senthil Balakrishnan Rs. 27,000/month total pay with effect from October 01, 2003
8. Aravinth Jagannathan Rs. 21,000/month total pay with effect from October 01, 2003
9. Anitha Imayavaramban \$65,000/annum total pay with effect from October 20, 2003

#### 2.

<u>Names</u>	<u>Date of PIA</u>
1. Gloria Romeo	August 22, 2000
2. Tom Shreve	August 31, 2000
3. Walter Hoskins	August 22, 2000
4. KG Subramanyam	February 07, 2001
5. Aparna Balasubramanium	December 19, 2000
6. Jess Parks	April 18, 2002
7. Viji Kandasamy	September 29, 2003
8. Suresh VN Nanduru	June 06, 2000
9. Anitha Imayavaramban	September 16, 2003
10. Jayanthi Nambi	March 22, 2000
11. Thirumoorthy Ayyasamy	February 12, 2001
12. Vijay Shivakumar Renganathan	October 26, 2003
13. Sumathi Mandipati	February 19, 2001
14. Karthika Ayyasamy	October 07, 2003
15. Sendhil Chennaiappan	February 08, 2002
16. Sriram Balasubramanian	August 21, 2000
17. Rahul Kulkarni	August 07, 2000
18. Giri Ramamoorthy	May 28, 2003
19. Raju Penmetsa	August 21, 2000
20. Senthil Balakrishnan	October 07, 2003
21. Arvind Thube	October 16, 2000
22. Nagaraja Rao	September 16, 2003
23. Pankaj Deore	June 28, 2000
24. Swami Velmurugan	September 18, 2000
25. Nilesh Jain	August 21, 2000
26. Ashutosh Mishra	October 10, 2002
27. Sathiya Dhanapal	February 12, 2001
28. Jana Poornavel	June 14, 2003
29. Rajesh Monickadas	February 12, 2001

30. Mani Doraisamy	September 16, 2003
31. Jeyavel Thamizhmani	November 11, 2002
32. Aravinth Jagannathan	September 26, 2003

Transition Employees and Critical Employees have entered into the Seller's standard benefits plan as set forth below:

**U.S. Employees:**

- Medical : i. Blue Cross ii. Kaiser Permanente
- Dental: Guardian
- Vision: Vision Service Plan
- Life, AD&D, Short term Disability, Long Term Disability
- Voluntary Life and AD&D
- Flexible Spending Accounts-Section 125
- Employee Assistance Plan
- Business travel Accident
- 529-College Saving Program
- Legal Assistance Plan
- Employee Stock Purchase Plan
- 401K Plan

**Indian Employees:**

- Gratuity
- Medical Insurance
- Accident Insurance
- ESOP.

**The Severance Agreement with Jess Parks dated as of October 31, 2003.**

**Schedule 5.9(a)**

1. E. Business Application Partner Software License Agreement between Actuate Corporation and Seller dated as of June 28,2002.

2. Computer Software

- eQuoting application
- eEnrollment application
- eAnalysis application (which includes the software referred to as "Erenewals")
- Enterprise RateCenter
- Foundation Services Platform, including all subcomponents and enhancement work-in-progress (e.g. IDE)
- WinRRS application

2. Patents

- Draft Patent Application: Procedural Computation Engine for Providing Complex Rating Data to an Object-Oriented Server System Accessible to Service Clients and Agents over a Data Packet Network

3. Trademarks

eQuoting

eEnrollment

eAnalysis

eRenew

Foundation Services

Enterprise RateCenter

4. License Rights to Third Party Software:

**Software License and Support Agreement between Novosoft Inc. and Seller dated as of June 21,2002**

<b>Company</b>	<b>Product</b>	<b>Release</b>
Apache	Ant	1.5.3
	Axis	1.1
	common-httpclient	2.0 Beta2
	Fop	0.20.2
	log4j	1.1.1 1.2.6 1.2.8
	Poi	1.5.0 1.8.0
	Xalan	2.3.1
	xerces	1.2.3

Eclipse	Eclipse	2.1.0
Force 5	JCloak	3.7
IBM	JRE	1.2.2_20001206 1.3.0 1.3.1
JDOM Project	JDOM	1.0 Beta 7
JsTools jsXMLParser	JsTools jsXMLParser	None
Novosoft	rtf2fo	2.1.1
Oracle	JDBC Driver	1.2 1.2_01
Ostermiller, Stephen	Utils	None
SourceForge	DynAPI	2.5.7
	Jaxen	1.0
	SAXPath	1.0 Beta6
Sun	HotSpot (Win)	2.0
	Jaf	1.0.1
	javamail	1.2
	javax (servlet)	2.2
	Jdbc	2.0
	JRE (Solaris/Win)	1.2.2_010 1.3.0_02 1.3.1

**Schedule 5.9(c)(ii)**

**Third Party Materials :**

1. E. Business Application Partner Software License Agreement between Actuate Corporation and Seller dated as of June 28,2002.

License fee : \$30,000; No Royalty

2. Software License and Support Agreement between Novosoft Inc. and Seller dated as of June 21,2002

License fee of \$3,000; No Royalty

**2. Freely Available Software**

<b>Company</b>	<b>Product</b>	<b>Transferable</b>	<b>License Agreement</b>
Apache	Ant	Yes	The Apache Software License version 1.1 <a href="http://ant.apache.org/">http://ant.apache.org/</a>
	Axis	Yes	The Apache Software License version 1.1 <a href="http://ws.apache.org/axis">http://ws.apache.org/axis</a>
	common- httpclient	Yes	The Apache Software License, Version 1.1 <a href="http://jakarta.apache.org/commons/httpclient/">http://jakarta.apache.org/commons/httpclient/</a>
	Fop	Yes	The Apache Software License, Version 1.1 <a href="http://xml.apache.org/fop/index.html">http://xml.apache.org/fop/index.html</a>
	log4j	Yes	The Apache Software License, Version 1.1 <a href="http://jakarta.apache.org/log4j/docs/index.html">http://jakarta.apache.org/log4j/docs/index.html</a>
	Poi	Yes	The Apache Software License, Version 1.1 <a href="http://jakarta.apache.org/poi/">http://jakarta.apache.org/poi/</a>
	Xalan	Yes	The Apache Software License, Version 1.1 <a href="http://xml.apache.org/xalan-j/index.html">http://xml.apache.org/xalan-j/index.html</a>

	Xerces	Yes	The Apache Software License, Version 1.1 <a href="http://xml.apache.org/xerces2-j/index.html">http://xml.apache.org/xerces2-j/index.html</a>
Eclipse	Eclipse	Yes	GPL v1.0 Eclipse.org Software user Agreement <a href="http://www.eclipse.org">http://www.eclipse.org</a>
Force 5	JCloak	No	Software Purchased by Selectica Force 5 software license agreement <a href="http://www.force5.com">http://www.force5.com</a>
IBM	JRE	No	Standard IBM Java Runtime License Agreement for the IBM Runtime Environment
JDOM Project	JDOM	Yes	JDOM Project License Text <a href="http://www.jdom.org/">http://www.jdom.org/</a>
JsTools jsXMLParser	JsTools jsXMLParser	Yes	GNU lesser GPL
Oracle	JDBC Driver	No	For compilation purposes only. We do not distribute it. The customers must obtain it from Oracle themselves. Oracle License Agreement <a href="http://www.oracle.com">http://www.oracle.com</a>
Ostermiller, Stephen	Utils	Yes	No license file found. However, the index.html file indicates that these utilities are covered under the GNU GPL version 2 or later.
SourceForge	DynAPI	Yes	GNU lesser GPL
	Jaxen	Yes	Jaxen Project Agreement
	SAXPath	Yes	No license file found. However, the faq.html has the following information: We use an Apache-style open source license, which is one of the least restrictive licenses around; you can use SAXPath to create new products without them having to be open source.
Sun	HotSpot (Win)	No	Sun Community Source License
	Jaf	No	SUN License Agreement
	Javamail	No	Sun Binary Code License Agreement Javamail Supplemental
	javax (servlet)	No	Sun Binary Code License Agreement Java Servlet Supplemental <a href="http://java.sun.com">java.sun.com</a> .

	Jdbc	Yes	Berkeley License
	JRE (Solaris/Win)	No	Sun Binary Code License Agreement J2RE Supplemental License Terms

**Note:** For those Freely Available Software programs where “no” appears in the column labeled “Transferable” the software is not transferable by Seller and will not be delivered to Buyer, and is not an Acquired Asset for purposes of Section 1.1(a) of this Agreement, but shall otherwise be deemed to be Selectica Intellectual Property for purposes of Section 5.9 of this Agreement. Buyer is solely responsible for obtaining all rights to such Freely Available Software after the Closing.

**Modifications:**

1. Seller has modified the Novosoft Software and is transferring the Novosoft Software to Buyer as modified.
2. The Third Party Materials are distributed as separate applications and used at runtime. Seller does not consider such usage to be a modification of such Third Party Materials.

**Schedule 5.9(c)(iv)**

Two-part Escrow Agreement between Selectica Inc. ("Producer") and Fort Knox Escrow Services Inc. ("Fort Knox") dated March 08, 1999.

Note: Fort Knox is now DSI Technology Escrow Services

List of Beneficiaries in the Agreement:

1. Blue Cross Blue Shield of Michigan
2. PacifiCare Health Systems Inc.

The execution of this Agreement and the consummation of the transactions contemplated herein will not result in the release or disclosure of any source code relating to the Selectica Intellectual Property or the release from escrow of any Selectica Intellectual Property.

**Schedule 5.9 (e)**

1. E. Business Application Partner Software License Agreement between Actuate Corporation and Seller dated as of June 28,2002

2. Software License and Support Agreement between Novosoft Inc. and Seller dated as of June 21,2002

Buyer and Seller are entering into an agreement with Novosoft, Inc. concurrent with the execution of the Agreement permitting the transfer of the Novosoft software license from Seller to Buyer. Seller is entering into an agreement with Actuate, Inc., permitting the delivery of one copy of the Actuate Software to Buyer. Buyer is entering a separate agreement with Actuate to obtain a license to such Actuate Software.

The Configuration Platform contains software licensed from Actuate Corporation ("Actuate") and Tom Sawyer Software Corporation ("Tom Sawyer") pursuant to certain agreements with each (the "OEM Agreements"). The OEM Agreements permit Seller to copy these software programs only for sublicense to customers of Seller for such customers' internal business use. Pursuant to the Configuration License Agreement, Seller is licensing the Configuration Platform to Buyer for further sublicense to its customers. Accordingly, Seller requires the written consent of both Actuate and Tom Sawyer to enter into such transaction. Concurrent with the execution of this Agreement, Seller and Buyer are entering into agreements with both Tom Sawyer and Actuate to permit Seller to enter into the license transaction contemplated by the Configuration License Agreement and for Buyer to license the software separately from Tom Sawyer and Actuate.

2. The following Third Party Materials which are used in the eInsurance Business are not transferable and will not be transferred by Seller to Buyer:

<b>Company</b>	<b>Product</b>
Force 5	JCloak
IBM	JRE
Oracle	JDBC Driver
Sun	HotSpot(Win) jaf javamail javax(servlet) JRE(Solaris/Win)

**Schedule 5.9(k)**

1. All documentation, including without limitation, records, notes, workpapers, product and technical documentation, shall be delivered on the Closing Date.
2. Binary (compiled) versions of the Acquired Assets will be delivered on the Closing Date.
3. Source Code shall be established on an FTP server on the Closing Date, downloaded by Buyer onto an appropriately configured server(s), and installed on a newly created build.

### Schedule 5.11

- License Agreement between Aetna Life Insurance Company and Seller dated December 21, 2000
- License Agreement between Blue Cross Blue Shield of Michigan and Seller dated March 22, 2002
- License Agreement between PacifiCare and Seller dated December 21, 2001
- Service Agreement between Aetna Life Insurance Company and Seller dated December 21, 2000
- Service Agreement between Blue Cross Blue Shield of Michigan and Seller dated March 15, 2002
- Value Added Reseller Agreement between Hitachi Ltd. and Seller dated November 25, 2001
- Value Added Reseller Agreement between Information Services International-Dentsu Ltd. and Seller dated November 05, 2002
- Value Added Reseller Agreement between Itochu Corporation and Seller dated May 15, 2000
- Value Added Reseller Agreement between Sales Technologies Ltd. and Seller dated February 16, 2000
- All Third Party Software Agreements listed in Schedule 5.9 (c) (ii)
- All Proprietary Information and Invention Agreement (PIIA) with all Employees that have worked on the Acquired Assets.
- All Non-Disclosure Agreements (NDA) with third parties, including customers, prospective customers, partners and prospective partners and any other third party to the extent such NDA's involve the Acquired Assets.
- All Consulting Agreements for all consultants to the extent that such consultants worked on the Acquired Assets.
- License Agreement between Sales Technologies Ltd. and Vero Insurance, New Zealand, Ltd.
- Value Added Reseller Agreement between Sumitomo Corporation and Seller dated March 7, 2001

**Schedule 7.10**

1. Gloria Romeo
2. Tom Shreve
3. Walter Hoskins
4. KG Subramanyam
5. Aparna Balasubramanium
6. Jess Parks

#### **Schedule 9.4**

1. Viji Kandasamy
2. Suresh VN Nanduru
3. Anitha Imayavaramban
4. Jayanthi Nambi
5. Thirumoorthy Ayyasamy
6. Vijay Shivakumar Renganathan
7. Sumathi Mandipati
8. Karthika Ayyasamy
9. Sendhil Chennaiappan
10. Sriram Balasubramanian
11. Rahul Kulkarni
12. Giri Ramamoorthy
13. Raju Penmetsa
14. Senthil Balakrishnan
15. Arvind Thube
16. Nagaraja Rao
17. Pankaj Deore
18. Swami Velmurugan
19. Nilesh Jain
20. Ashutosh Mishra
21. Sathiya Dhanapal
22. Jana Poornavel
23. Rajesh Monickadas
24. Mani Doraisamy
25. Jeyavel Tharmizhmani
26. Aravinth Jagannathan

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